

PUMP STATION AND FORCE MAIN AGREEMENT

THIS PUMP STATION AND FORCE MAIN AGREEMENT is made and entered into on this ____ day of _____, 2003, by and among COBBLESTONE COVE HOMEOWNERS ASSOCIATION, LLC., a South Carolina nonprofit membership corporation (the "Association"); CONDOR ENVIRONMENTAL, INC., a South Carolina corporation ("Condor"); THE CITY OF MAULDIN ("Mauldin"); and LANDCRAFT MANAGEMENT, LLC, a North Carolina corporation ("LandCraft").

WITNESSETH:

WHEREAS, LandCraft is currently developing a residential subdivision ("Cobblestone Cove Townhomes Subdivision") in Greenville County, South Carolina, on the property which is described on Exhibit A, hereto attached and made a part hereof; and

WHEREAS, the Association will be the governing association for the Cobblestone Cove Townhome subdivision, and will be organized pursuant to certain Declaration of Covenants and Restrictions for Cobblestone Cove, to be recorded in the Office of the Register of Deeds Greenville County; and

WHEREAS, the development plan for the Cobblestone Cove Townhome Subdivision provides for a total of 148 townhomes of which 148 of said townhouses will be served by the Pump Station and Force Main as hereinafter defined; and

WHEREAS, gravity sanitary sewer service and ownership of the force main will be provided to the Cobblestone Cove Townhome Subdivision by Mauldin; and

WHEREAS, due to the topography of the land on which Cobblestone Cove Townhome Subdivision is being developed, a Pump Station and Force Main (hereinafter referred to as the "Pump Station and Force Main") will be required to be installed within Cobblestone Cove Townhome Subdivision, and under its current policies Mauldin is unwilling to assume the ownership or maintenance responsibility for the Pump Station; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the Pump Station in accordance with the terms and provisions of this Agreement, and Mauldin has agreed to assume ownership and maintenance of the Force Main and to initiate sanitary sewer service to Cobblestone Cove Townhome Subdivision in the event that the Association and Condor enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETETION AND CONVEYANCE OF PUMP STATION. Until such time as the Association has been duly formed and accepts all rights, duties and obligations from Landcraft under this Agreement, LandCraft retains all such rights and is responsible for all such

duties and obligations. The Association has heretofore entered into that certain contract with Long Utility, Inc. (the "Contractor"), pursuant to which the Contractor has agreed to complete the construction of the Pump Station and Force Main in accordance with the plans and specifications designed to meet the requirements of the Metropolitan Sewer Subdistrict and which will include a standby pump and an appropriate standby electrical generator for the Pump Station and Force Main prepared by Sinclair & Associates, Inc. (the "Engineer") and to cause the Pump Station and Force Main to be approved to operate by the Department of Health and Environmental Control of the State of South Carolina. The Association agrees that at such time as the actions described in the foregoing sentence shall have been completed, the Association shall transfer and convey the Pump Station, including the standby pump and standby electrical generator, to Condor. At the time of said transfer and conveyance, The Association shall also assign to Condor all warranties which shall have been made to The Association, or which shall have been deemed to have been made to the Association, by the Contractor and the Engineer in regard to the Pump Station and Force Main and the plans and specifications for the Pump Station and Force Main. Condor agrees that, prior to the transfer and conveyance of the Pump Station to it, it will conduct such investigations of the Pump Station as Condor shall deem necessary to satisfy itself as to the condition of the Pump Station and will rely solely upon such investigations and not upon any information provided by or on behalf of The Association with respect thereto. The Association agrees to pay Condor's fees and costs of such inspections. The Association additionally agrees to pay Condor's attorney fees associated with this Agreement, construction of the Pump Station and Force Main, and transfer of the Pump Station and Force Main to Condor.

Condor shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Condor's investigations, and Condor, upon its receipt of the deed and bill of sale executed by The Association to Condor for the Pump Station shall be deemed to have waived, relinquished and released The Association from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, known or unknown, which Condor may have asserted or alleged against The Association at any time by reason of or arising out of any latent or patent construction defect or physical condition, violation of any applicable law (including, without limitation, any environmental law), and any and all acts, omissions, events, circumstances or matters regarding the Pump Station.

2. OPERATION OF PUMP STATION. Condor agrees to accept the transfer and conveyance to it by The Association of the Pump Station in accordance with the provisions of Paragraph 1 hereof and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this agreement.

Condor shall operate and maintain the Pump Station so that all houses within the Cobblestone Cove Townhome Subdivision shall receive continuous sanitary sewer service without interruption. The repair, maintenance and replacement responsibilities of Condor under this Agreement shall include the replacement of all parts of the Pump Station which shall become worn out or obsolete and the making of all capital repairs and replacements as shall be necessary in order for Condor to carry out its obligations under this Agreement without interruption.

Condor shall operate and maintain the Pump Station so that the same will at all times comply with and fulfill at all governmental laws, rules and regulations that shall be applicable to the operation and maintenance of the Pump Station. Without limiting the generality of the foregoing, Condor shall operate and maintain the Pump Station in accordance

with all rules and regulations which shall be promulgated at any time, and from time to time, by Mauldin for privately owned and maintained sanitary sewer Pump Stations which are part of the sewage treatment system operated by Mauldin. In addition, Condor shall comply with all policies and requirements of South Carolina Public Service Commission which shall be applicable to the Pump Station costs and expenses which it shall incur in connection with the carrying out of its duties and responsibilities under this Agreement.

3. PAYMENT BY THE ASSOCIATION. The Association hereby agrees that in consideration for the performance by Condor of its duties and obligations under this Agreement, The Association shall pay to Condor the amount of One Thousand Two Hundred Fifty-five Dollars and Six Cents (\$1,821.00)(the "Monthly Pump Station Fee") per month. (The amount which shall be due to Condor from the Association each month, as herein provided, is hereinafter referred to as the "Monthly Payment").

Upon execution of this Agreement, The Association shall deliver to Condor an irrevocable letter of credit from a bank located in Greenville or Spartanburg County, South Carolina in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee the payment by The Association of the Monthly Pump Station Fee to Condor in accordance with the terms hereinafter. The letter of credit is to have a term of twenty-four (24) months. The Association agrees to renew the letter of credit or to maintain a Ten Thousand Dollars (\$10,000.00) cash escrow to guarantee the payment of the "Monthly Pump Station Fee".

The Association shall pay the Monthly Pump Station Fee to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that The Association shall at any time fail to pay to Condor the Monthly Pump Station Fee with thirty (30) days of the due date, Condor shall have the right to draw the Monthly Pump Station Fee plus ten percent (10%) of the Monthly Pump Station Fee as a delinquency charge from The Association's Letter of Credit. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement.

Upon no less than ninety (90) days prior notice to The Association, Condor shall have the right to increase the amount of the Monthly Pump Station Fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, provided that the increase in the Monthly Pump Station Fee shall not be increased by more than three (3%) percent in any twelve month period. Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Pump Station Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Premises, including the Pump Station, that are the result of the negligent or intentional acts or omissions of Condor.

4. APPROVAL BY MAULDIN. Mauldin hereby consents to the terms of this Agreement and agrees that at such time as the Pump Station shall be transferred and conveyed by The Association to Condor, as provided for in Paragraph 1 of this Agreement, Mauldin will accept the discharge from the Pump Station owned and operated by Condor.

5. RESERVE ACCOUNT BY LANDCRAFT OR THE ASSOCIATION
At the time of transfer and conveyance of the Pump Station by The Association to Condor, The Association and/or LandCraft shall deposit with Mauldin, the sum of Fifteen Thousand Dollars

(\$15,000.00) as a reserve account for the purposes and uses herein provided. The parties hereto agree that the establishment of such reserve account is a one-time obligation which may be drawn on by Mauldin for replacement of the Pump Station, or any portion thereof, if damaged by accident, vandalism or other disaster neither caused by Condor nor covered by casualty insurance which shall be carried and maintained by Condor and which renders the Pump Station, or and portions thereof, irreparable. Any interest earned on the reserve account shall be the property of Mauldin to offset any cost and expenses of any periodic inspections of the operation and the maintenance of the Pump Station by Condor or of any responsibilities of Mauldin as a result of the installation and operation of the Pump Station or of this Agreement. Further, all or any portion of said reserve account may be used to offset the costs and expenses of installation and construction of a gravity sewer if such gravity sewer will replace the Pump Station and Force Main. If the Pump Station and Force Main is replaced by gravity sewer, or the ownership and operation of the Pump Station and Force Main is transferred to and assumed by a public entity having jurisdiction and authority therefore, the reserve account shall terminate and all funds remaining therein including any interest shall become the property of Mauldin.

6. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time are received by the parties to whom the notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) The Cobblestone Cove Homeowners Association, LLC
1200 Woodruff Road, A-3
Greenville, SC 29607
Phone: _____
Fax: _____
- (b) Condor Environmental, Inc.
P.O. Box 14940
Greenville, South Carolina 29610
Phone: 864-630-0222
Fax: 864-297-4009
- (c) City of Mauldin
Post Office Box 249
Mauldin, South Carolina 29662
Phone: 864-288-4910
Fax: 864-297-3411
- (d) LandCraft Management, LLC
7 N. Laurens Street, Suite 601
Greenville, South Carolina 29602
Phone: 864-421-9388
Fax: 864-421-9389
- (e) South Carolina Department of Health and Environmental Control
2600 Bull Street

Columbia, SC 29201-1708

7. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Pump Station to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Pump Station and Force Main and shall have agreed with The Association to do so.

In addition to the above, this Agreement may terminate in the following ways:

- (a) This Agreement will terminate if a public entity agrees to assume the operation of the premises;
- (b) If the Pump Station and Force Main is replaced by a gravity sewer line, the Agreement shall terminate effective upon the date that the gravity sewer line is placed into operation;
- (c) Condor may terminate the Agreement upon ninety (90) days prior written notice to the Association, provided that prior to termination Condor has identified for the Association and the Association has approved a successor entity that is properly qualified and licensed to enter into an Agreement substantially similar to this Agreement or into an Agreement reasonable satisfactory to The Association to operate the Pump Station. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement until the successor entity has assumed the obligations under this Agreement.
- (d) The Association may terminate the Agreement upon thirty (30) days prior written notice to Condor, if (i) sewage related odors emanate from the Pump Station such that odors can be detected and a complaint is received by The Association, by any Cobblestone Cove Townhome Subdivision resident for a cumulative period of fourteen (14) days or more during any rolling twelve (12) month period; (ii) any performance standard included within this Agreement is not met for a cumulative period of fourteen (14) days or more during any rolling twelve (12) month period; or (iii) a sewage back up in any residence, caused by the Pump Station, occurs two (2) or more times during any twelve (12) month period; or (iv) a sewage overflow out of the Pump Station, occurs two (2) or more times during any rolling twelve (12) month period; or for the convenience of The Association. In the event of any default of Condor of any of these conditions, Condor agrees to promptly deed the Pump Station premises back to The Association without consideration.

8. MAULDIN APPROVAL. Notwithstanding the foregoing, however, any operation of the Pump Station by any person, party or entity other than Condor, as herein provided, shall be subject to the approval of Mauldin and the South Carolina Department of Health and Environmental Control. Upon the acceptance of said transfer and conveyance by such a governmental authority, Condor shall be automatically released from all further duties or obligations under the terms of this Agreement.

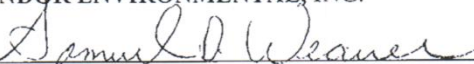
IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

THE COBBLESTONE COVE HOMEOWNERS
ASSOCIATION, LLC

By: 

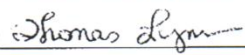
DATED: 4/14/03

CONDOR ENVIRONMENTAL, INC.

By: 

DATED: 3-11-03

THE CITY OF MAULDIN

By: 

DATED: 4/22/2003

LANDCRAFT MANAGEMENT, LLC

By: 

DATED: 4/13/2003



Appalachia II
Environmental Quality Control
Serving Greenville and Pickens Counties
301 University Ridge, Suite 5800
Greenville, SC 29601-3677
864-241-1090 Fax: 864-241-1092

Wastewater System Construction

Approval to Place into Operation

Date: November 24, 2003

Issued to: Landcraft Properties
201 N. Tryon Street Suite 2650
Charlotte NC 28202

for the operation of the permitted system referenced below:

Permit Number: 27,793-WW
Project Name: Cobblestone Cove Townhomes
County: Greenville

Project Description: 2460 LF of 8" gravity sewer, 23 manholes, 715 LF of 4" force main and one duplex pump station to serve 148 single family townhomes.

Design Flow Rate: 59200 gpd WWTP: WCRSA/Mauldin Road WWTP (SC0041211)

Special Conditions: As specified in construction permit

This approval is based on the Engineer's letter of certification (November 21, 2003) signed by John L. Chambers, P.E. and acceptance letter (September 16, 2003) from the City of Mauldin. (I.)

Guy A. Tumblin, Jr., P.E.
District Engineer
Appalachia II EQC District

pf

cc: John L. Chambers, P.E.
Deborah Mack, BOW
Greenville County Codes
Mike Parrott, Health Department
City of Mauldin
WCRSA



Exhibit D 3

Prepared by:
Daniel Trammel, Attorney at Law

Grantee's Address: 211 Randall Street, Greer, SC 29651


STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF GREENVILLE)	(NO TITLE EXAMINATION)

KNOW ALL MEN BY THESE PRESENTS, that **COBBLESTONE COVE HOMEOWNERS' ASSOCIATION, INC.**, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and no other consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release unto **CONDOR ENVIRONMENTAL, INC.**, its successors and assigns forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of known and designated as the physical location of the Pump Station and appurtenant structures and being shown according to a plat entitled "Cobblestone Cove Phase II" Sheets 1 and 2 prepared by Sinclair & Associates, Inc. last revised on July 31, 2006 and recorded in Plat Book 1016 at pages 49 and 50 in the Office of the Register of Deed for Greenville, and having according to said plat, metes and bounds as shall appear thereon.

ALSO: An easement for ingress, egress, maintenance and operation of the Pump Station twelve and one-half feet in width on each side of the sewer force main line across the premises shown on that certain Plat entitled "Cobblestone Cove Phase II" Sheets 1 and 2 prepared by Sinclair & Associates, Inc. last revised on July 31, 2006 and recorded in Plat Book 1016 at pages 49 and 50 in the Office of the Register of Deed for Greenville; which plat is incorporated herein by reference and made a part of this description.

The above easements are to and does convey to the Grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, pump stations, and any other adjuncts and equipment deemed by the Grantee to be necessary for the purpose of pumping and conveying sanitary sewage wastes, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable, the right at all times to cut away and to keep clear of all pipe lines and equipment any and all vegetation that might, in the opinion of the Grantee, endanger or injure the pipe lines, pump stations, equipment or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted. The easements granted herein are appurtenant to and shall run with the Pump Station parcel.

		2012038687	DEED
			4 PGS
May 15, 2012	12:46:13	Book: DE 2405	Page: 4168-4171
Rec: \$10.00	Cnty Tax: EXEMPT	Cons: \$10.00	State Tax: EXEMPT
FILED IN GREENVILLE COUNTY, SC			

This being a portion of the property conveyed to Grantor by deeds of Cobblestone Cove, LLC recorded in the Office of the Register of Deeds for Greenville County in Deed Book 2204 at Page 911 on May 10, 2006 and Deed Book 2309 at Page 336 on January 16, 2008.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises beforementioned unto the said Grantee, its successors and assigns, forever.

AND THE GRANTOR does hereby bind the Grantor and Grantor's assigns, successors, executors and/or administrators to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against the Grantor, its successors and assigns, and against every person whomsoever lawfully claiming or purporting to claim the same or any part thereof.

WITNESS, the Grantor's hand and seal this 15th day of March, 2012.

COBBLESTONE COVE
HOMEOWNERS' ASSOCIATION, INC.

Kimi Workford
Ironi Stewart

By: Charlene Rice
Its: Property Manager

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

)

I, Jennifer Frodl, a Notary Public for the State of South Carolina, do hereby certify that Charlene Rice of Cobblestone Cove Homeowners' Association, Inc., personally appeared before me this 15th day of March, 2012, and acknowledged the due execution of the foregoing instrument.

Jennifer L. Frodl
Notary Public, State of South Carolina
My Commission Expires: June 20th, 2015

Jennifer Frodl [SEAL]
My commission expires: 6-20-2015

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Huck Court and Stonecove Drive, Mauldin, SC 29662, bearing County Tax Map Number M007.12-01-106.00, was transferred by COBBLESTONE COVE HOMEOWNERS' ASSOCIATION, INC. to CONDOR ENVIRONMENTAL, INC. on May 15, 2012.
3. Check one of the following: The deed is
(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) ☒ Exemption 1 exempt from the deed recording fee because (see information section of affidavit): (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of .
(b) The fee is computed on the fair market value of the realty which is .
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: .
6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here:
(b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here)
(c) Subtract line 6(b) from line 6(a) and place result here:
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: .
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Samuel D. Weaver
Responsible Person Connected with the Transaction

Samuel D. Weaver/President
Print or Type Name Here

SWORN to before me this 15th
day of May 2012
Daniel Trammel
Notary Public for South Carolina
My Commission Expires: 1-17-2017



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership, interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under section 170 of the Internal revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012038687 Book: DE 2405 Page: 4168-4171
May 15, 2012 12:46:13

Timothy S. Hanney



March 29, 2002

Hal Morris
Sinclair & Associates
128 E Main Street
Duncan, SC 29334

Ref: Cobblestone Cove Townes
Sewer Lift Station

Dear Mr. Morris:

This letter is in response to our telephone conversation on March 26, 2002 regarding ownership and operation of the sewer lift station as referenced above.

The City of Mauldin will not accept ownership and operation of the lift station due to items listed below:

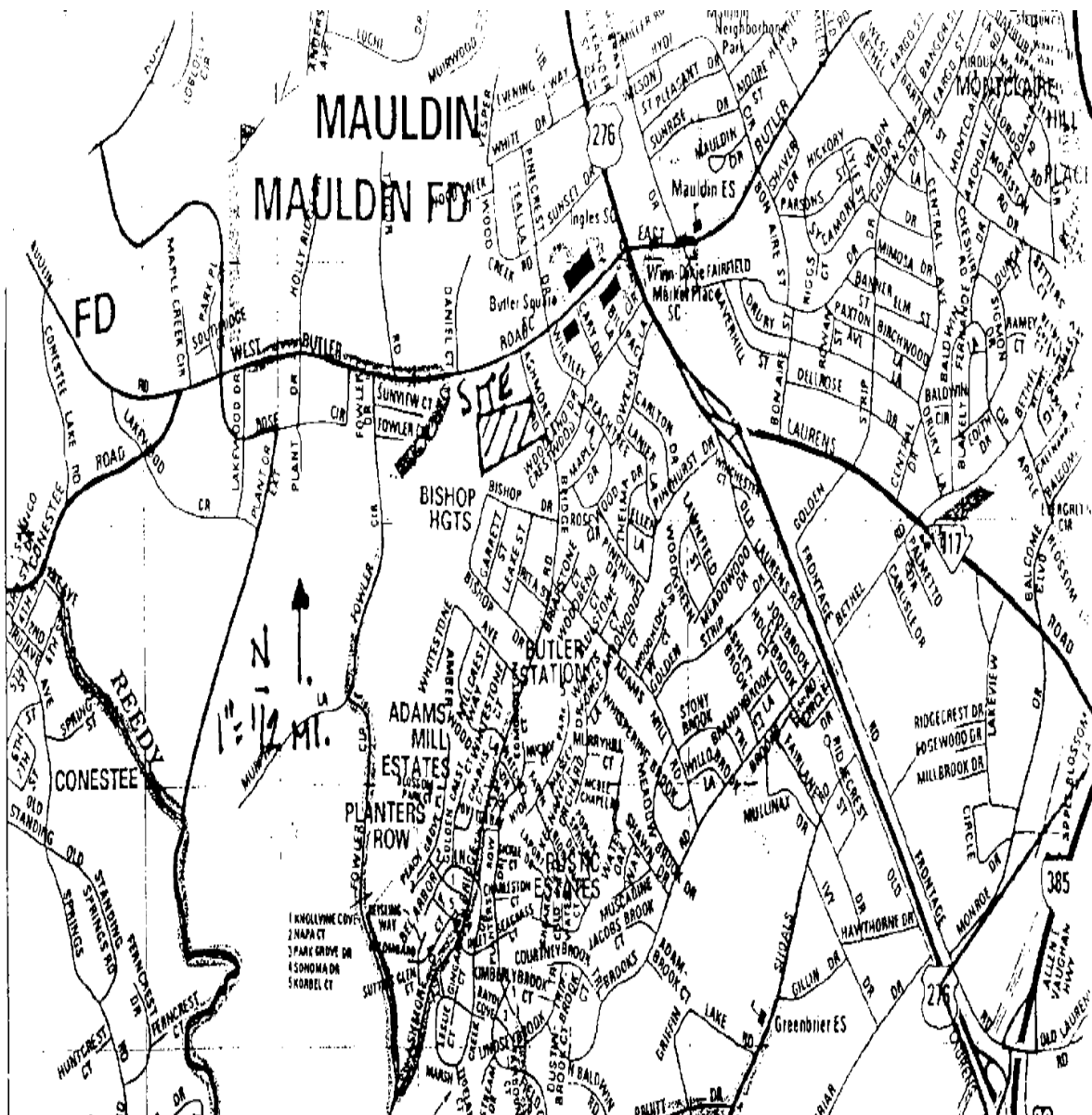
1. Liability of sanitary sewer overflow and damage to private property.
2. Personnel layoffs in the Street/Sewer department.
3. Cuts in operating budget for Budget year 2001-2002 and possible cuts for the next budget year.
4. No electrician on city staff.
5. Present employees have no experience in operation and maintenance of lift station.

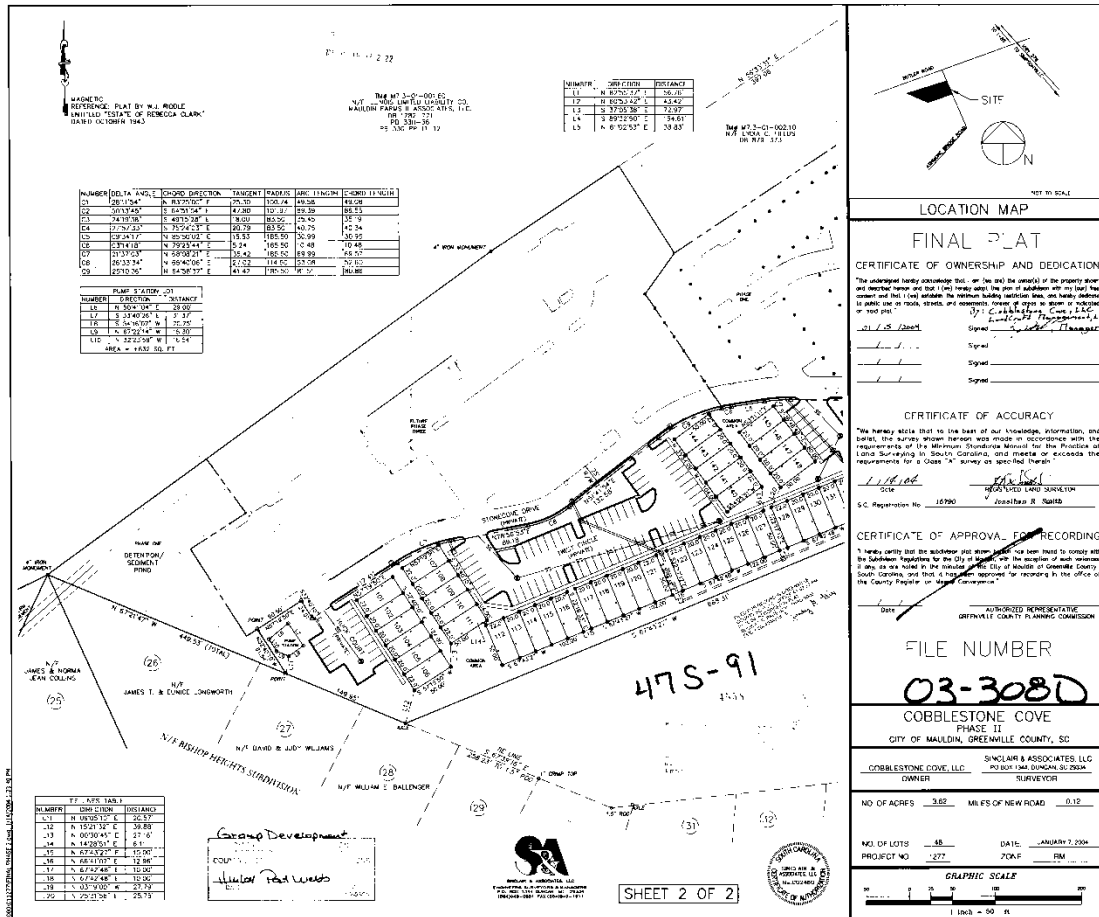
Should you have any further questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Watkins', is written over a horizontal line.

Mike Watkins
Public Works Superintendent





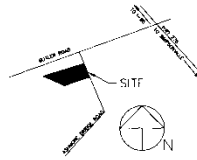
[illegible][illegible]

N/A # 1-01-00160
 N/A # 1-00160
 WATSON FARMS ASSOCIATES, LLC
 08 782-72
 PB 354 36
 PB 150 PM 1 12

IP	IRON PIN FOUND
IS	IRON PIN SET
SS	SANITARY SEWER MANHOLE
IB	CAUTION BASIN / YARD HOLE
IP	POWER POLE
CF	FIRE HYDRANT
W	WATER VALVE
OW	OVERHEAD ELEC. LINE
OW	BOUNDARY LINE
A	POH

REC'D - 17 JUL 68

MAGNETIC
REFERENCE: PLAT BY W.A. RIDGLE
ENTITLED "ESTATE OF REBECCA CLARK"
DATED OCTOBER 1943



FINAL PLAT

CERTIFICATE OF OWNERSHIP AND SPECIFICATION

"The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described herein and that I (we) hereby adopt this plan of subdivision with my (our) free consent and that I (we) establish the minimum building restriction lines, and hereby dedicate to public use as roads, streets, and easements, forever of record so shown or indicated on said plat."

12 / 23 2000

Signed _____

Signed _____

Signed _____

Signed _____

We hereby state that to the best of our knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "A" survey as specified therein.

12/20/04
Date
S.C. Registration No. 15790
Jonathan R. Smith
RECORDING LAND SURVEYOR

I hereby certify that the within and last signed paper has been found to comply with the Subdivision Regulations for the City of Macon, with the exception of such variances, if any, as are noted in the minutes of the City of Macon or Greenville County, South Carolina, and that it has been approved for recording in the office of the County Register or Meigs Conveyance."

1/5/05
Date

Patricia J. Webb
AUTHORIZED REPRESENTATIVE
GREENVILLE COUNTY PLANNING COMMISSION

03-208C

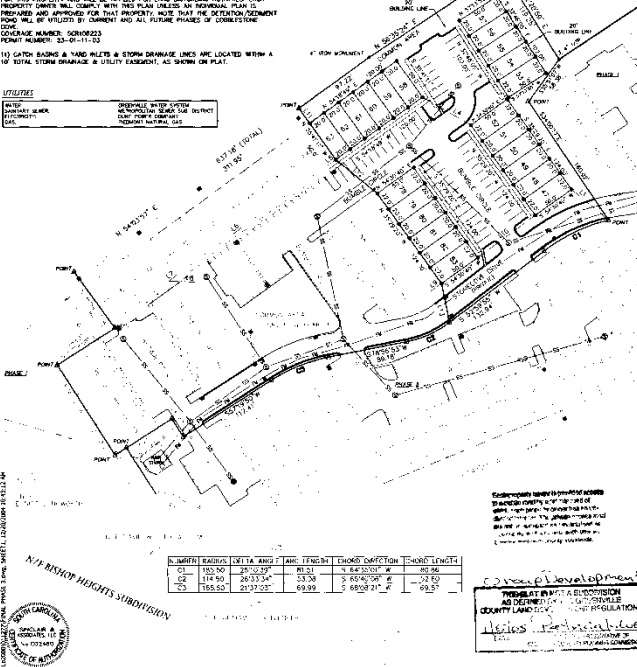
PHASE III
Y OF MAULDIN, GREENVILLE COUNTY.

<u>COBBLESTONE COVE, LLC</u>	<u>SINCLAIR & ASSOCIATES, LLC.</u>
OWNER	117 BOX 1544 CLINCH, SC 29534
	<u>SURVEYOR</u>

NO. OF ACRES: 1.59 MILES OF NEW ROAD: 0.11
PRIVATE

NO. OF LOTS: 23 DATE: DECEMBER 15, 2004
PROJECT NO. 1277 ZONE: RM

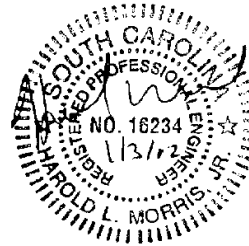
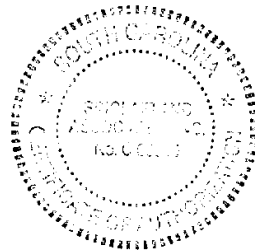
GRAPHIC SCALE



**SPECIFICATIONS
FOR
COBBLESTONE COVE TOWNHOMES
PUMP STATION AND CONTROLS
MAULDIN, SC**

S&A JOB #01-1277

**NOVEMBER 21, 2001
JANUARY 3, 2002**



**SINCLAIR & ASSOCIATES, INC.
POST OFFICE BOX 1344
128 EAST MAIN STREET
DUNCAN, SOUTH CAROLINA 29334**

SUBMERSIBLE NON-CLOG PUMP

Ashmore Bridge Pump Station

PART ONE—GENERAL

DESCRIPTION

Furnish all labor, materials, tools, equipment, and performance of all work necessary or incidental to furnish and install a precast concrete sewage pump station as shown on the plans and indicated in these specifications.

Major items of equipment shall include two non-clog submersible sewage pumps and a third (spare) pump, lower lift out elbows, upper guide rail assemblies, complete flanged discharge piping, 90 degree elbows inside the wet well, two flanged spring and lever check valves, two flanged lever operated gate valves, complete flanged discharge piping and fittings inside the valve pit, one aluminum wet well equipment access hatch, one aluminum valve pit access hatch, one duplex central control panel, four mercury float switches with mounting bracket, 3" cast iron vent duct, 6' diameter wet well with monolithically cast invert, 4' x 4' valve pit structure, Butyl rubber joint sealing material, and flexible rubber pipe wall penetrations for discharge lines.

QUALITY ASSURANCE

The manufacturer shall demonstrate the ability to fabricate the various pump station structure components as specified, utilizing adequate numbers of skilled workmen, tools, and facilities. To ensure proper quality control and supervision, all factory cast concrete units shall be poured and vibrated, using steel forms, in the same PCI (Pre-stressed Concrete Institute) certified manufacturing facility used for the complete assembly of all pump station components and their equipment.

REFERENCED STANDARDS

ASTM C890-73 (Latest Revision): Standard practice for minimum structural design loading for monolithic or sectional precast concrete water and wastewater structures.

ASTM C891-78 (Latest Revision): Standard practice for installation of underground precast concrete utility structures.

ASTM C913-79 (Latest Revision): Precast concrete water and wastewater structures.

SUBMITTALS

SHOP DRAWINGS AND MANUFACTURER'S LITERATURE: The station manufacturer shall prepare shop drawings for the complete pump station, including structural reinforcing and opening details, equipment mounting, and location details, and manufacturer's catalog cut sheets. Catalog cut sheets shall indicate capacities, dimensions, and materials of construction for all equipment in the station.

OPERATION AND MAINTENANCE MANUALS: The station manufacturer shall prepare a complete operating and maintenance manual for the pump station. The manual shall include routine maintenance requirements and spare parts lists for each major item of equipment in the station. The names and telephone numbers of companies where spare parts and/or trained service technicians are available shall also be included for each item of equipment.

DELIVERY AND HANDLING

The manufacturer shall coordinate with the contractor so that the station is delivered to the job site on the day of, or the day before, the installation. Lifting pins shall be provided by the manufacturer to insure proper handling of the station structures. After delivery to the job site the contractor shall store the control panel off

the ground in a dry location until such time as it is mounted and supplied with electrical service. The contractor shall also insure that all pump power and control cables, as well as float cables, are protected from submergence until they are properly installed and sealed.

GUARANTEE

The manufacturer shall guarantee the complete pump station to be free from defects in material and workmanship for a period of one year from the date of start up and acceptance.

PART TWO - PRODUCTS

MATERIALS

WET WELL STRUCTURE: The wet well structure shall consist of one monolithically cast base section with an invert and a 6" long base slab extension for counter flotation. The wet well floor shall have cast in corrosion resistance inserts for pump base mounting. The wet well risers/top sections shall have a minimum wall thickness of 6". Both top slab and bottom slab shall have a minimum thickness of 8". All openings in wet well sections shall be cast in with the exception of the influent pipe opening which shall be cored in the wall.

VALVE PIT STRUCTURE: The valve pit structure shall consist of one 5' deep inside dimension section. Pipe wall penetrations shall be through cast in holes with flexible rubber sealing connectors. The bottom slab of the structure shall have a minimum thickness of 6".

CONCRETE: Cement shall be Type II having a maximum Tricalcium Illuminate (3CaOAL2O3) content of 8%. Coarse aggregate shall be sound, crushed, angular granitic stone. Smooth or rounded stone is not acceptable. Fine aggregate and coarse aggregate shall meet the requirements of ASTM C33. Calcium chloride or admixtures containing calcium chloride shall not be used in the mix.

REINFORCING: Reinforcing shall meet or exceed the minimum described in ASTM C478.

EQUIPMENT FASTENERS: Pump bases shall be fastened to the concrete wet well by no less than ¾" stainless steel bolts. The bolts shall be threaded into concrete anchor inserts which have been cast into the invert and shall have a pull out strength of no less than 5,000 lbs. Pump bases shall not be attached with friction fasteners.

JOINT SEALING MATERIAL: Joints between precast sections shall be sealed with one inch diameter Butyl rubber sealant conforming to Federal Specifications SS-S-00210-A and AASHTO-198. The material shall be 100% solids. Asphaltic or petrochemical based materials shall not be used.

FLEXIBLE PIPE CONNECTORS: Watertight connections between the sewer pipe and wet well shall be achieved with flexible pipe connectors conforming to ASTM C923.

SUBMERSIBLE NON-CLOG SEWAGE PUMPS: Pumps shall be Ebara (or pre-approved equal) 80DLMF62.2 non-clog submersible pump. All openings in pipe impeller and volute shall be large enough to pass a 3" diameter sphere. Discharge flange shall be 4" standard. Pumps shall have a capacity of 80 GPM at 25' TDH and shall use a 3 hp motor operating at 1800 rpm.

CASING AND IMPELLER: All major parts of the pumping unit(s) including casing, motor frame, and discharge elbow shall be manufactured from gray cast iron. Surfaces coming into contact with the pumpage shall be protected with one coat of Zinc chromate primer and all external surfaces shall be protected with one coat of acrylic-alkyd resin enamel that will resist the corrosive effects of sewage. All exposed bolts and nuts shall be stainless steel. All units shall be furnished with a discharge elbow with 125 lb. flat face ANSI flanged. Impellers shall be of the semi-open multi-vane design and shall be equipped with back pump out vanes to prevent entry of foreign material into the seal area. The impeller shall be slip fit to the shaft and shall be key

driven. Units 7-1/2" and larger shall have mixed flow design impellers. All units shall be equipped with a replaceable cast iron wear plate.

SHAFT SEAL: Units up to 5 hp shall be furnished with a dual mechanical shaft seal located completely out of the pumpage, running in a separate oil filled chamber. The seal chamber shall be equipped with a built in device to prevent over filling and an anti-vortexing vane to ensure proper lubrication of both seal faces. Lower seal faces shall be silicon carbide running against silicon carbide. The upper mechanical seal shall be carbon running against a stationary ceramic seal. Mechanical seal hardware shall be all stainless steel. Units 7-1/2 hp and larger shall be equipped with a dual tandem mechanical seal comprised of two separate sets of seal faces. Each pair will be held in contact by a separate spring and shall also be equipped with a third, renewable exclusionary seal between the casing and the back of the impeller to further prevent entrance of foreign materials into the lower seal area. Lower seal faces shall be tungsten carbide running against tungsten carbide. The upper mechanical seal faces shall be ceramic running against a stationary carbon seat. Mechanical seal hardware shall be all stainless steel.

MOTOR: The pump motor(s) shall be of the submersible type, rated 3 HP, 230 volt, 60 Hz, three phase, and full load amps not to exceed 9.2. Motor(s) shall be NEMA MB-1, design Type B equivalent. Motors shall have a 1.15 service factor and be rated at twenty starts per hour. Starter windings shall be heat shrunk into the motor housing. Starter winding is to be open type with insulation good for 180 degrees C maximum temperature.

The motor shaft shall be 403 stainless steel and shall be supported by two heavy duty ball bearings to support the pump shaft taking radial and thrust loads. Ball bearings shall be designed for a minimum B-10 life of 60,000 hours. The pump motor shall be non-overloading and designed for continuous duty for full performance range. A heat sensor thermostat shall be attached and embedded in the winding and connected in series with the motor starter contractor to stop the motor if the temperature rises above 220 degrees F. The thermostat will reset automatically when the motor cools to safe operating temperature. Motors shall not contain any insulating fluid consisting of material classified as hazardous waste by the EPA. Mechanical seal fail protection shall be provided by a mechanical float switch located in a chamber above the seal. This switch shall be comprised of a magnetic float that actuates a dry reed switch encapsulated within the stem. Should there be a mechanical seal failure, the liquid is directed into the float chamber in which the rising liquid activates the switch opening the normally closed circuit. The float shall be 304 stainless steel.

PUMP MOTOR CABLE: Power and control cables shall be suitable for submersible pump applications and shall be vulcanized for entire length. Cable entry shall be composed of a one piece vulcanized three way mechanical sealing connector with a limited tightening plate and strain relief chain (or gland) in order to provide the most dependable seal performance and to protect cable from usual force meeting U.L. requirements. Cable leads are soldered and then isolated by rubber sealing, thus preventing leakage into the motor even when the cable is cut.

CONTROLS

Controls shall be provided with the pumps and shall be coordinated with the pump manufacturer to meet the requirements herein. The pump control panel shall include a circuit breaker and starter for each pump circuit, breakers for auxiliary equipment, liquid level control system, and all items required for a complete system to operate on 460 volt, 60 Hz, three phase power. The system shall be complete, requiring only connection of power wiring, motor wiring, and mercury float switches.

CONTROLS OPERATION. Liquid level will be monitored with mercury float switches to control operation of the submersible pumps according to level variation. The system shall automatically alternate starting between the two pumps. The following tasks shall be performed, with all normally operated controls, indicator circuit breaker disconnect handles, reset buttons, and timers located on the face of the panel:

Start and stop the lead pump at the selected wet well level, which can be adjusted by changing the level of the mercury float switches in the wet pit

If liquid level continues to rise after the lead pump starts, the lag pump shall start at the selected level. When the liquid level drops to the "Pumps Off" mercury float switch, both pumps shall stop. (See construction drawings for proper setting of float switches.)

Provide a Hand/Off/Automatic switch for each pump. "Hand" position shall override all controls except loss of liquid flow shut down and high motor temperature shut down. In either the "Hand" or the "Automatic" position, there shall be a 2 to 20 second variable time delay relay that will keep the second pump in a series from starting until the preset time has lapsed.

Two amber indicator lights for each pump shall be provided on the panel to indicate when a pump is locked out due to loss of liquid flow or high motor temperature.

When a pump fails to start or becomes locked out due to loss of liquid level flow or high motor temperature, the control system shall automatically rotate to the lag pump when the lead pump start liquid level is reached. These alarm circuits shall signal the auto-dialer system so operations personnel will be notified of the alarm condition.

There shall be a high water level float in the wet well that will activate an audible alarm, alarm light, and automatic telephone dialing system. The automatic dialing system shall also be activated during a power failure. An alarm silence button shall be provided on the panel door to acknowledge alarm and silence the horn.

The mercury float switches shall be set at the elevations shown on the construction drawings. These switches shall be Model 9G Direct Acting float switch by Consolidated Electric or equal, and mounted on a stainless steel cable/weight mounting kit (Model LS) by Consolidated Electric (US Filter/Control Systems).

As described above, control panel shall have circuitry to lock out a pump due to high temperature. Automatic dialing system shall also be activated during a high temperature condition. This alarm condition shall not activate to local audible and visible alarm.

In automatic operation, the controller shall start the lead pump when the "Pump On" mercury switch is activated. If the liquid level drops to the "Pump Off" float the lead pump shall stop. If the water level continues to rise after the lead pump is started, the lag pump shall start when the "Lag Pump" float switch is activated. When the water level drops to the "Pump Off" float switch, both pumps shall stop. When the water level continues to rise after both pumps have started, the high water alarm shall be activated when this level is reached.

CONTROL ALARMS. Alarms shall include devices necessary to signal high water in the wet well, loss of liquid flow, high motor temperature, loss of power and other conditions normally monitored by the equipment supplier. The high water in the wet well alarm shall activate the local audible/visible alarm. The loss of liquid flow and high motor temperature alarms shall be indicated with amber pilot lights on the panel door. Auxiliary alarm circuits for high water in the wet well, loss of liquid flow, and high motor temperature shall be wired to the auto dialer. The auto dialer shall also monitor for power failure.

The audible and visual alarm shall include horn with a minimum 100 dB at twenty feet, a flashing red light and a silence button to operate on 120 volt power supplied through the control panel. The silence button shall silence the horn. The light shall continue flashing until the alarm condition is corrected.

CONTROL COMPONENTS. Components of the control panel shall include a main thermal-magnetic air circuit breaker with a mechanical disconnect properly sized to serve all equipment and circuitry in the panel. A handle for the disconnect shall be on the panel exterior with interlocks to permit the door to open only when the handle is in the "off" position.

A motor starter for each pump and the crane hoist shall be included in the panel. Each starter shall be NEMA rated full voltage, non-reversing. The starters shall have overload protection and undervoltage release for all three phases. Overload reset buttons shall be located on the outside of the panel to permit reset without opening the panel. Overloads shall have visual trip indication.

Suitable transformers shall be provided in the panel to provide single phase power. The pump level controls shall be 24 volt. All other control wiring shall be 115 volt, single-phase power. A load control center shall be provided in the panel, with a minimum of five branch circuit breakers. These breakers shall supply: panel controls, the autodialer, an all-weather power outlet for hand tools (this power outlet shall be accessible from outside the control panel), a high pressure sodium area light, and one spare.

The pump control panel shall be equipped with a motor starter (referenced above) activated by an "On/Off" selector switch mounted on the panel door for a power crane hoist. The crane hoist shall be a two ton Yale unit with a one horsepower rating and operated on three phase, 115 volt power.

Elapsed time meters (six digit non-reset type) shall be connected to each motor to record total running time for each pump in hours and tenths of an hour.

CONTROL WIRING DIAGRAMS of the control panel shall be in compliance with standards and specifications of the Joint Industrial Council (JIC), National Machine Tool Builders Association (NMTBA), and National Electric Code (NEC). All wiring shall be color-coded, minimum 16 gauge in the panel. Control wires in the panel shall be bundled and tied with bundles flexible at the hinged side of the enclosure to allow the door(s) to open fully. All wires, connections and terminal strips shall be numbered and identified on the wiring shop drawings and service manuals. Internal components shall be identified by nameplates. Exterior controls, switches, indicators and components shall be permanently identified with engraved plastic nameplates. This panel shall be constructed and labeled as having been constructed in accordance with Underwriters Laboratories standards.

CONTROL ENCLOSURE. Panel enclosure shall be free-standing NEMA 4X stainless steel. Doors of the same material to be secured with continuous stainless steel piano hinge. Control compartments shall be removable from panels on which components are mounted. Back panels shall be secured to enclosure with collar studs. Control units and wiring shall be accessible from the operator side (front) of the panel. No rear or side access required for components access of maintenance.

CONTROL LIGHTNING PROTECTION. Control panel shall be provided with a lightning arrestor with surge protector.

CONTROL MANUFACTURER. Controls manufacturer shall be Consolidated Electric or equal.

CONTROL TRANSFER SWITCH: A double throw transfer switch shall be provided and mounted in the electrical control enclosure. This shall be a double throw transfer switch conforming to the size and ratings shown on the electrical drawings.

CONTROL GENERATOR RECEPTACLE: A male receptacle shall be provided and mounted outside the electrical enclosure panel. This receptacle shall be as described on the electrical drawings.

CONTROL AUTO-DIALER: The auto-dialer shall be a RACO Verbatim or approved equal. The unit shall be protected with a surge protector. The dialer shall receive power and signals from the pump control panel and shall be connected to the telephone interface box supplied and installed by the telephone company. The autodialer shall separately monitor loss of power, high water in wet well, loss of liquid flow, or high motor temperature.

CONTROL INSTALLATION: The contractor shall install pumps and controls as shown on the plans and as recommended by the equipment manufacturer for a complete operating facility including all wiring and piping.

CONTROL WARRANTY. The pump manufacturer shall warrant the pumps to be supplied to the owner for a period of five (5) years under normal use. The warranty period shall start from the date of initial operation by the equipment representative, as described under "Service" above. The warranty must include 100% coverage of the manufacturer's shop labor and parts, including seals for the first year, and then pro-rated coverage through the fifth year.

STATION PIPE, FITTINGS, AND VALVES: All wet well and valve pit piping and fittings shall be ANSI B16.1 125 lb. standard flanged fitted. Pipe and fittings shall be of cast iron construction and of the sizes indicated on the plans. All flanged gaskets shall be 1/8" thick full face red rubber material. The valve pit shall be furnished with two discharge check valves of the outside spring and lever type and two lever operated discharge gate valves. All valves shall be AWWA standard, with standard 125 lb. flanged ends.

ACCESS HATCHES: The wet well and valve pit access hatches shall be constructed of 3/16" aluminum checker plate with all stainless steel hardware. Hatches shall be designed for a maximum load of 150 psf. Each hatch shall have a drop handle and hasp for padlocking. Hatches shall be held open in the vertical position by means of a positive locking arm, corrosion resistant design.

PUMP GUIDE RAILS: Each pump shall be provided with two 2" stainless steel pipe guide rails. For wet well depths greater than 18' the guide rails shall be supported intermediately by a support attached to vertical pump discharge lines.

PART THREE - EXECUTION

INSTALLATION

The station shall be installed level and plumb by the contractor on a minimum 6" thick crushed stone bed.

FIELD QUALITY CONTROL

Initial start up shall be performed by a qualified factory representative of the manufacturer. It shall be the responsibility of the representative to supervise the start up and instruct the owner's personnel in the proper operation and maintenance procedures for the entire pump station.

SECTION 02201 - EXCAVATION, TRENCHING & BACKFILLING FOR PIPELINES

PART 1 - GENERAL

The Contractor shall provide the necessary excavation, trenching and backfilling to install the pipelines shown on the plans or specified. The work shall include all ditching, diking, pumping, bailing and draining, all provisions necessary to protect and maintain buildings, fences, water and gas pipes, drain culverts, power and telephone lines and cables and other structures, the cleaning away of all rubbish and surplus materials and the furnishing of all tools, implements and labor required to provide the excavation, trenching and backfilling for the specified pipelines and all structures appertaining thereto.

PART 2 - EXECUTION

USE OF HIGHWAY, STREETS OR PUBLIC PROPERTY

The Contractor's operations in highways or public streets shall be confined to as small a space as is practical, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the Engineer. Access must be provided to private property at all times.

Should the Contractor require space other than the above, he shall obtain same on property at no cost to the Owner, by agreement with private property owner thereof.

EXISTING UTILITIES AND STRUCTURES

The Contractor shall give written notice with copies to Engineer to all highway departments, municipalities or public service corporations whose poles, wires, pipes, conduits, survey monuments, bench marks or other structures may be affected by his operations.

Any damage done to existing poles, wires, pipes, conduits, survey monuments, bench marks or other structures shall be repaired or replaced by the Contractor at his own expense. The approximate position of certain known underground lines are shown on the plans for information only. Existing small service lines are not shown. The Contractor shall locate these and other unknown utility lines by use of an electronic pipe locator or other satisfactory methods; and shall excavate and expose all existing underground lines in advance of trenching operations.

Removing and relaying of lines not shown on drawings or otherwise located and appurtenances which in the opinion of the Engineer, constitute an obstruction to the completed line and grade of the new work, will be made at the expense of the Owner, unless otherwise shown on plans to be altered by the Contractor.

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At locations where the pipeline is to be constructed in streets or roadways, the Contractor shall take all precautions as may be necessary to protect the improvements and comply with all traffic protection requirements, including installation and maintenance of warning signs, lights and barricades.

EXCAVATION

General

The Contractor shall do all excavation of whatever substances are encountered to the depth shown on the plans. Excavated materials not required for fill or backfill shall be removed from site as directed by the Engineer. Removal of unsuitable materials above the grade required for the pipeline shall be paid for as part of the unit price for line placement. Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, hydrants and sidewalks that are to remain in place. Such protection shall be maintained as long as necessary to prevent damage from the Contractor's operation. Any damage that may occur shall be repaired or replaced by the Contractor at no cost to the Owner.

Areas designated for excavation that contain a blanket of soil which is more satisfactory for the growth of grass than the embankment material to be placed, as determined by the Engineer, shall be stripped to a depth of approximately four to six inches and placed in convenient stockpiles as directed in the field, for later use as a topsoil blanket on the new graded areas specified herein, or as designated. Material ordered stockpiled shall be placed in a satisfactory manner to afford drainage. When excavation permits, instead of stockpiling, the topsoil shall be hauled and spread directly on the areas to receive topsoil. Surplus topsoil shall remain the property of the Owner.

Excavation shall not be carried below the required level. Excess excavation below the required level shall be backfilled at the Contractor's expense with earth, sand, gravel or concrete as directed by the Engineer, and thoroughly tamped.

Unstable soil below the grade required for the pipeline shall be removed and replaced with gravel or crushed stone, which shall be thoroughly tamped. The Engineer shall determine the depth of removal of unstable soil. The Contractor will be paid for removing unstable soil and replacing it with gravel or crushed rock at the unit bid price, but then only upon the written order of the Engineer.

Trenching

Width of Trench

Trench width shall be such as to provide adequate space for workmen to place and joint the pipe safely and properly.

Depth of Trench

Trenches shall be excavated to provide 36 inches of cover over the barrel of the pipe or, where shown on the plans to the grade indicated except where changes are authorized in writing by the Engineer to avoid existing structures or to suit topography. The trench shall be excavated in such a manner as to provide uniform and continuous bearing and support for the pipe. Bell holes shall be provided at each joint.

Where the soil at the bottom of the trench is not uniformly good, or stones, dry clay, hard pan, shale or cemented gravel is exposed, the trench shall be excavated to at least three (3) inches and not more than (6) inches below the specified grade, and shall be backfilled and compacted to grade with material, approved by the Engineer, containing no rocks, gravel or cinders.

Where the bottom of the trench at grade is found to be unstable, or include ashes, cinders, refuse or organic material, the Contractor shall excavate and remove such unsuitable material to the width and depth ordered by the Engineer. The trench shall be backfilled to bedding grade with approved material in four (4) inch layers loose depth. Each layer shall be thoroughly compacted in accordance with paragraph BACKFILLING, and the bedding shall be finished by means of hand tools so as to provide a uniform and continuous bearing and support for the pipe. There will be no additional compensation for such excavation and backfill, unless the required excavation and replacement exceeds one (1) foot of depth, at which time said work shall be paid for in accordance with the Proposal.

Excavation in Solid Rock

Solid rock shall consist of such materials in the original bed or well defined ledges which, in the opinion of the Engineer, cannot be removed without use of excessive effort or which require drilling and blasting or the use of jackhammers or bullpoints. Concrete and masonry structures that require drilling and blasting for removal shall be considered as rock. Boulders or detached pieces of rock having volumes of more than eight (8) cubic feet shall also be considered rock.

Ledge rock, boulders and large stones shall be removed to provide a clearance of not less than six (6) inches in any horizontal direction from all parts of pipe, fittings and other appurtenances.

When rock excavation is encountered at grade in trenches, the trench shall be excavated not less than six (6) inches below the bottom of the pipe bell, refilled with gravel or crushed stone, thoroughly tamped in place and shaped to the pipe as previously specified. No payment in addition to prices paid for pipelines shall be made for gravel or stone bedding above specified.

Excavation in solid rock will be paid for at the unit bid price per cubic yard. Such price is to be in addition to that paid for the pipeline. The Engineer must be given ample notice to measure all

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rock after it has been stripped and before it is blasted. No payment will be made for any rock blasted before such measurement is made. Rock excavation will be measured for payment for a width equal to the outside diameter of the pipe bell plus 12 inches, the sides of the trench being considered vertical, and to a depth of six (6) inches below the bell of the pipe laid on the grade established by the Engineer. Measurement for payment for rock excavation at miscellaneous structures will be made to lines which are not more than six (6) inches outside neat footing lines.

Blasting

Blasting operations shall be in strict accordance with all state and county regulations, and only after approval of the Engineer. All exposed structures, piping or immovable vehicles shall be protectively covered from blasting effects with a mat, tires, timbers or earth. The Contractor shall be wholly responsible for any damages done and immediate settlement of such damages shall be made.

Blasting supplies shall be stored as per instructions of the Engineer. Blasting fuses shall be electric detonator type.

No Blasting shall be done on a City, County or State road without explicit approval of the respective agency and the presence of an appropriate agency official.

Bracing and Shoring

The Contractor shall provide all bracing, sheathing and sorting necessary to perform and protect all excavations as indicated on the plans, as required for safety, or to conform to governing laws.

Site Conditions

All excavated materials shall be piled in a manner that will not endanger the work and will not obstruct sidewalks and driveways. Fire hydrants under pressure, valve boxes, services stop boxes or other utility controls shall be left unobstructed and accessible until work is completed. Natural water courses shall not be obstructed, gutters shall be kept clear and other satisfactory provisions shall be made for drainage. All trenches, material piles, equipment and pipe which may cause a hazard or serve as obstructions to either vehicular or pedestrian traffic, shall be enclosed by fences or barricades and adequately lighted to protect persons from injury and to avoid property damage. Where traffic must cross open trenches, the Contractor shall provide suitable bridges which shall be subject to approval by the Engineer. The Contractor shall furnish temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the work.

Dewatering Trenches

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All excavation shall be dewatered properly before laying pipe. Where running water and sand is encountered, dewatering shall be done by well pointing whenever possible. Where soil conditions are not favorable for use of well point, french drains of crushed stone or gravel shall be constructed to suitably located sumps and the water removed by bailing or pumping. All costs of equipment, labor and materials required for dewatering shall be included in the prices bid for pipelines. This requirement shall not include creek crossings which are shown in special detail on the plans.

Crushed Stone Fill

Wherever the subgrade is by nature too soft or mucky, in the opinion of the Engineer, for the proper installation of the pipeline, he may order the Contractor to undercut the ditch and backfill with crushed stone or gravel, 3/4 inches in size and less. The stone so placed shall be brought to grade and compacted. Payment for crushed stone backfill, only where ordered by the Engineer, will be made at the price bid per cubic yard, measured before placing, and shall include the removal of unsuitable subgrade materials.

Limit of Trench Opened

Not more than 100 feet of trench shall be opened in advance of pipe laying along existing streets and no more than may be opened and covered by the end of the day in other areas. No trench shall be left open after sunset.

BACKFILLING

All trenches and excavation shall be backfilled immediately after the pipes are laid therein and inspected, unless other protection of the pipeline is directed. The backfilling material shall be selected and deposited with special reference to the future safety of the pipes. Backfill material shall be free from cinders, ashes, refuse, vegetable or other organic material, boulders, large rocks or stone. However, from one foot above the top of the pipe to original ground to subgrade, material containing stones up to six inches in their greatest dimension may be used, unless otherwise directed by the Engineer.

The backfill material shall be deposited in the trench for its full width in layers to a height of one foot above the pipe. Except where special methods of bedding and tamping are clean earth, sand or rock dust shall be solidly tamped and compacted as hereinafter described.

Backfilling shall not be done in freezing weather, except by permission of the Engineer, and it shall not be done with frozen material. No backfilling shall be done where the material already in the trench is frozen.

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From the bottom of the trench to the centerline of the pipe, the backfill material shall be placed by hand and compacted by approved hand tamps. From the centerline of the pipe, to a height of one foot above the pipe, the backfill shall be placed by hand and compacted by use of approved mechanical tampers. The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. The remainder of the backfill in the trench shall be placed by hand or mechanical means and compacted by approved mechanical tampers. Backfill material density under roads and paved areas shall be 95 percent maximum density under roads and paved areas shall be 95 percent maximum density based on Standard Proctor Density (ASTM D-698-78). Density under non-traffic areas shall not be less than that of surrounding material.

Walking or working on the completed pipe except as may be necessary in tamping or backfilling, shall not be permitted until the trench has been backfilled to a height of at least two feet over the top of the pipe.

Backfill in open trenches across sidewalks and in roadways shall be made as shown on the plans.

Excess material not needed for backfill, and material unsuitable for backfill, shall be removed from the site and disposed of by the Contractor. Cost of excess material removal shall be deemed as part of the unit bid price of pipeline placement. Additional backfill materials as required to make up deficiency or to replace unsuitable excavated material shall be furnished by the Contractor at no additional cost from approved borrow pits or from excavations on roadways.

Topsoil shall be placed on all shoulders, slopes, ditches and other earth areas excavated under this contract, unless otherwise specified on the plans. Topsoil shall be uniformly placed on these areas to a compacted depth of not less than three inches. The material shall be free from clods of soil, matted roots, roots greater than one-half inch in diameter and any other objectionable material which might hinder subsequent grassing and mowing operations. The material shall be placed, leveled and lightly compacted with at least one pass of a cultipacker or light pneumatic-tired roller to required finished earth grade.

Whenever the trenches have not been properly filled, or if settlement occurs, they shall be filled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and the original surface restored to the full satisfaction of the Engineer.

CLEANUP AND MAINTENANCE

Cleanup shall follow immediately behind pipe laying and backfilling operations. The pipes and the construction site shall be kept clean and serviceable until final inspection and acceptance by the Owner.

SINCLAIR & ASSOCIATES, INC.
STANDARD CIVIL DIVISION SPECIFICATIONS

END OF SECTION 02201

SECTION 15020 - DUCTILE IRON PIPE AND FITTINGS

01. SCOPE OF WORK

This section covers the material and installation of ductile iron pipe and fittings. Ductile iron pipe shall be furnished complete with all fittings, jointing materials, pipe hangers and supports, anchors, blocking encasement and other necessary appurtenances.

Pipe shall be tested in accordance with AWWA C-600.

02. MATERIAL

Ductile iron pipe and fittings shall be as follows:

- A. **DUCTILE IRON PIPE:** Ductile iron pipe shall be ductile cast iron manufactured in conformance with AWWA C151 and ANSI Standards A21.51 and A21.52, with the thickness to be in conformance with ANSI A21.50. Acceptable manufacturers are U.S. Pipe, Griffin Pipe Co., and American Cast Iron Pipe Co.

Pipe three (3) inches and larger in diameter shall be minimum thickness Class 51 or pressure class 350, ductile iron, unless otherwise noted, having a 350 PSI pressure rating.

Pipe shall be suitable for push on joints or mechanical joints, conforming with requirements of ANSI/AWWA C111/A21.11, except gaskets shall be neoprene or other synthetic rubber.

Pipe shall be coated on the outside with 1 mil minimum thickness of bituminous coating. The interior lining of the pipe shall be cement mortar lining conforming to ANSI/AWWA C 104/A21.4, standard thickness with 1 mil minimum thickness of bituminous material over cement lining.

Flanged joints shall be manufactured in conformance with ANSI/AWWA C115/A21.15.

Bolts shall be ASTM A307, chamfered or round ends projecting 1/4 to 1/2 inch beyond outer face of nut.

Nuts shall be ASTM A307, hexagonal, ANSI 318.2.2, heavy semi-finished pattern.

- B. **FITTINGS:** Fittings for push on and mechanical joints shall be ductile iron and have a pressure rating of 350 PSI and conform with requirements of ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Flanged joints shall meet the same requirements except have a pressure rating of 250 PSI. Acceptable manufacturer's are Tyler, U.S. Pipe, Griffin Pipe Co. and American Cast Iron Pipe Company.

Fittings shall be coated the same as specified for ductile iron pipe.

SINCLAIR & ASSOCIATES, INC.
STANDARD CIVIL DIVISION SPECIFICATIONS

All fittings shall be suitable for pipe to be furnished, both ductile iron and PVC pipe. Transition gaskets are to be provided when using cast or ductile iron fittings with PVC piping.

03. INSTALLATION

All pipe and fittings shall be installed in accordance with standards and recommended practices of the American Water Works Association (AWWA) and the Cast Iron Pipe Research Association and as specified in other sections of the specifications. Mechanical joints shall be used for pipe installed on piers. Push-on or mechanical joints shall be used for buried pipe installation. All fittings at bends, and tees shall be adequately blocked or restrained to prevent movement.

All fittings for PVC piping three (3) inches through eight (8) inches and installed underground shall be cast or ductile iron mechanical joint with appropriate transition gaskets provided to form a watertight joint.

END OF SECTION 15020

Wastewater Construction Permit
Bureau of Water



Permission is hereby granted to: Landcraft Properties
201 N Tryon St
Ste 2650
Charlotte, NC 28202

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, engineering report and the Construction Permit Application signed by Harold L. Morris, Jr., Registered Professional Engineer, S.C. Registration Number: 16234.

Project Name: COBBLESTONE COVE TOWNHOMES
Location: Ashmore Bridge Rd

County: Greenville

Project Description: 2460 LF of 8" gravity sewer, 23 manholes, 715 LF of 4" force main and one duplex pump station to serve 148 single family townhomes.

The wastewater will be discharged to the WCRSA/MAULDIN RD (NEW) treatment facility, (NPDES Permit SC0041211) at a design flow rate of 59200 gallons per day.

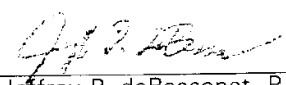
Special Conditions - (See Back of Construction Permit for Continuation):

1. All construction/materials for this project must conform to the Standard Specifications for SINCLAIR & ASSOC OF GREENVILLE approved on 02/26/1998.

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the EQC Appalachia II District Office at (864) 241-1090. Additional permits may be required prior to construction (e.g., stormwater).

Permit Number: 27,793-WW
Date of Issue: June 26, 2002
Expiration Date: Construction must begin prior to June 26, 2004 and be completed prior to June 25, 2005, or this permit will expire.


Jeffrey P. deBessonet, P.E., Director
Water Facilities Permitting Division

GBA

ww-1076-19



CONSTRUCTION PERMIT APPLICATION
Water and/or Wastewater Facilities

BUREAU OF WATER

DRP SUBMITTAL: No ☒ Yes ☐

SELECT ONE ☐ Water Facilities ☒ Wastewater Facilities ☐ Water & Wastewater Facilities

I. Project Name: Cobblestone Cove Townhomes County: Greenville

II. Project Location (street names, etc.): Ashmore Bridge Road in the
City of Mauldin

III. Project Description(s): Water System:

Wastewater System: 2460 LF- 8" Gravity Sewer, 23 Manholes, 715 LF- 4" Force
MAIN, 1 Duplex Pump Station

Project Type (A-Z): Water: Wastewater: B (See instructions for the appropriate project code)

IV. Initial Owner: [Time of Application] Name/Organization: LANDSCAPE PROPERTIES
Address: 201 N. Tryon St., Ste. 2450 City: Charlotte State: NC Zip: 28202 Phone #: (704) 332-9340

V. Final Owner: [After Construction] Name/Organization: Sec Attached
Address: City: State: Zip: Phone #: ()

VI. Entity Responsible for Final Operation & Maintenance of System:

Water System: Name: Address:
City: State: Zip: Phone #: () Fax #: ()

Wastewater System: Name: Sec Attached Address:
City: State: Zip: Phone #: () Fax #: ()

VII. Engineering Firm: Name: Singlain & Associates, Inc. Address: P.O. Box 1344
City: DUNLAP State: SC Zip: 29334 Phone #: (864) 949-0981 Fax #: (864) 949-1911

VIII. Is this project: A) Part of a phased project? No ☒ Yes ☐ If Yes, Phase of

B) A revision to a previously permitted project? No ☒ Yes ☐ If Yes, Permit #

Date Approved: Project name (if different):

C) Submitted based on a Schedule of Compliance or Order issued by DHEC? No ☒ Yes ☐ Order #

D) Anticipating funding by the State Revolving Fund (SRF)? No ☒ Yes ☐

E) Crossing a water body? (e.g., river, creek) No ☒ Yes ☐ If Yes, Name of water body

IX. Are Standard Specifications approved by DHEC being used on this project? No ☐ Yes ☒ If Yes:

Water: Date Approved: Approved for whom:

Wastewater: Date Approved: July 16, 1998 Approved for whom: Singlain & Associates, Inc.

X. Wastewater Systems: A) Type: Domestic ☒ Process (Industrial) ☐ Combined (Domestic & Process) ☐

B) Total average design flow of the project not to exceed 59,200 GPD

C) Sewers or Pretreatment 1. Name of facility (e.g., POTW) treating the wastewater: MAULDIN ROAD WWTP

2. NPDES/ND Number of facility in Item #1: SC0041211

Treatment Systems 3. Date Preliminary Engineering Report (PER) approved: N/A

4. NPDES/ND application submitted? No ☐ Yes ☐ If Yes, Date

Disposal Sites 5. Effluent Disposal Site (Description):

6. Sludge Disposal Site (Description):

XI. Water Systems: Project located within city limits? No ☐ Yes ☐

Public water system providing water (Name & System ID No.): N/A No:

New water system (including master meter)? No ☐ Yes ☐ If Yes, System name:

XII. Type of Submittal: Complete Section A (Standard) or Section B (Delegated Review Program - DRP)

A) Standard Submittal must include the following, where applicable:

- ☒ 1. A transmittal letter outlining the submittal package.
- ☒ 2. The original construction permit application, properly completed, with three (3) copies.
- ☒ 3. Three (3) sets of signed and sealed plans and specifications. Specifications may be omitted if approved standard specifications are on file with DHEC.
- ☒ 4. One (1) additional overall plan sheet showing the proposed and existing (only in the area of proposed construction) water and wastewater lines (highlighted for identification) and their sizes.
- ☒ 5. Three (3) sets of the appropriate design calculations. **WASTEWATER:** Design flow (based on R.61-67, Appendix A), pump station calc's. and pump curve. **WATER:** Recent flow test from a location near the tie-on site, design calc's. indicating pressure maintained in the distribution system during max. instantaneous demand, fire flow and flushing velocities achieved. Number/types of service connections, well record form, pumping test results, etc.
- ☒ 6. Three (3) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☒ 7. Three (3) copies of construction easements unless the project owner has the right of eminent domain.
- ☐ 8. A letter(s) from the entity supplying water and/or providing wastewater treatment stating their willingness and ability to serve the project, including pretreatment permits, if applicable. The letter should include the specific flow and, when applicable, the specific number of lots being served.
- ☐ 9. A letter(s) from the entity agreeing to be responsible for the O&M of the water and/or wastewater system.
- ☐ 10. **WASTEWATER SYSTEMS:** Application fee enclosed \$ 300.00. (Refer to R.61-30, Fee Schedule).
- ☐ 11. **WATER SYSTEMS:** a) A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
b) For wells, four (4) copies of a wellhead protection area inventory.
c) For new wells, a viability demonstration is required in accordance with Regulation 61-58.1.B.(4).

Note: Other approvals may include 208 and OCRM certification, and navigable waterway permitting.

B) DRP submittal (treatment plants are not covered) must include the following, where applicable:

- ☐ 1. A transmittal letter, signed by the professional engineer representing the DRP entity, noting this is a DRP submittal. The letter should state that the project has been reviewed and complies with R.61-58 and/or R.61-67.
- ☐ 2. The original construction permit application, properly completed, with two (2) copies.
- ☐ 3. Two (2) sets of the signed and sealed plans.
- ☐ 4. One (1) additional plan sheet with water and wastewater lines highlighted, as required under Sec. XII.A.4. above.
- ☐ 5. Two (2) sets of the appropriate design calculations. **WASTEWATER:** Same information as required under Section XII.A.5. above. **WATER:** Same information as required under Section XII.A.5. above.
- ☐ 6. Two (2) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☐ 7. Two (2) copies of construction easements, unless the project owner has the right of eminent domain.
- ☐ 8. DHEC's Ocean and Coastal Resource Management certification (for projects in applicable counties).
- ☐ 9. DHEC's Water Quality permit or conditions for placement in navigable waters, and other Agency approvals.
- ☐ 10. **WASTEWATER SYSTEMS:** a) A letter of acceptance from the entity providing the treatment of the wastewater that includes the specific flow and, when applicable, the specific number of lots being accepted.
b) A letter from the organization agreeing to be responsible for the O&M of the sewer system.
c) The 208 Plan certification from the appropriate Council of Governments (designated 208 areas), or from DHEC on the non-designated 208 areas.
d) Application Fee of \$75 for a collection/transmission system submitted as a DRP project.
- ☐ 11. **WATER SYSTEMS:** A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.

Note: The DRP entity should ensure that a copy of the final approved plans are returned to the design engineer.

XIII. Construction plans, material and construction specifications, the engineering report including supporting design data and calculations are herewith submitted and made a part of this application. I have placed my signature and seal on the engineering documents submitted, signifying that I accept responsibility for the design of this system, and that I have submitted a complete administrative package.

Engineer's Name (Printed): Harold L. Morris, Jr. Signature: [Signature]

S.C. Registration Number: 16234 Registered Professional Engineer

XIV. Prior to final approval, I will submit a statement certifying that construction is complete and in accordance with the approved plans and specifications, to the best of my knowledge, information and belief. This certification will be based upon periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision.

Engineer's Name (Printed): Harold L. Morris, Jr. Signature: [Signature]

S.C. Registration Number: 16234 Registered Professional Engineer

XV. I hereby make application for a permit to construct the project as described above. I have read this application and agree to the requirements and conditions and agree to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

Owner's Name (Printed): Bryan E. Hart Signature: [Signature]

Owner's Title: President Date: 11/15/01



November 21, 2003

Mr. Guy Tumblin
SCDHEC-EQC
301 University Ridge, Suite 5800
Greenville, SC 29601

Re: Cobblestone Cove, Mauldin, SC
Permit to Operate Sewer (DHEC Construction Permit # 27,793-WW)
S&A Project #1277

Dear Mr. Tumblin:

This is a request for a Permit to Operate the sanitary sewer system at the referenced project. This request is for operation of 2480 LF of 8" gravity sewer; 23 manholes; 715 LF of 4" force main and one (80 gpm) duplex pump station.

Based on periodic site visits during construction by representatives of our office and satisfactory test results, the duplex pump station, the gravity flow system and force main system appear to be installed in accordance with the approved plans and specifications. The City of Mauldin will own, operate and maintain the gravity sewer lines (letter attached) and Condor Environmental will own, operate and maintain the pump station and force main system (letter attached).

Should you have any questions or need additional information, please call me at (864) 949-0981.

Sincerely,
Sinclair & Associates, LLC


John L. Chambers, P.E.
Division Manager

cc: Jeff Skeris (LandCraft)
Mike Watson (City of Mauldin)
Sam Weaver (Condor Environmental)
Bill Williams (Long Utilities)
File

P. O. Box 1344 • Duncan, SC 29334 • 864-949-0981 • Fax 864-949-1911

P. O. Box 946 • Summerville, SC 29484 • 843-873-0504 • Fax 843-873-0985
2211-E Executive Street • Charlotte, NC 28208 • 704-926-0981 • Fax 704-926-0982

WWW.SINCLAIR-INC.NET

Administrative Office

561 Mauldin Road
Greenville, SC 29607
(864) 299-4000
Fax: (864) 277-5852



Laboratory/Pretreatment

660 Mauldin Road
Greenville, SC 29607
(864) 299-4040
Fax: (864) 299-4059

Serving Greenville, Anderson, Laurens, and Spartanburg Counties

December 4, 2001

Mr. Harold L. Morris, Jr., P.E.
Sinclair & Associates, Inc.
P.O. Box 1344
Duncan, South Carolina 29334

**Re: Cobblestone Cove Townhomes
Ashmore Bridge Road - Mauldin, South Carolina**

Dear Mr. Morris:

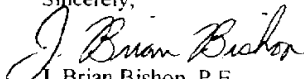
Western Carolina Regional Sewer Authority (WCRSA) has sufficient capacity for the 59,200 gallons per day flow of wastewater from the 148 single-family townhomes in this planned subdivision. WCRSA understands that the entire subdivision will be built out within a two-year period. This flow will be treated at the Lower Reedy Wastewater Treatment Plant, NPDES Permit No. SC0024261.

The acceptance of the proposed wastewater is approved, contingent upon the following conditions:

- WCRSA will not accept ownership, operation or maintenance of the on-site lift station.
- WCRSA maintains a 25-foot right-of-way (ROW) easement along Ashmore Bridge Road and, therefore, no permanent structure can be located within this ROW.
- WCRSA's Engineering Department must inspect all sewer connections. A copy of our Policy for Connection to WCRSA's Trunk Line is attached.
- All disturbed areas within the 25-foot ROW easement must be, at a minimum, returned to the pre-construction condition.
- The Engineering Department, prior to construction, must approve the location of all utilities that encroach on WCRSA's ROW.

All sewer connections directly or indirectly served by WCRSA are subject to a "New Account Fee." No tie-ins will be allowed until a connection permit is issued by WCRSA. Please notify WCRSA if there are any changes in total daily flows.

Sincerely,


J. Brian Bishop, P.E.
Engineering Supervisor

Attachment

cc: SCDHEC - Greenville
SCDHEC - Columbia
City of Mauldin

c:\sewer availability\lower reedy\cobblestone cove townhomes\cobblestone cove.doc

FILE COPY

RECEIVED
SEP 19 2003

BY: *Sinclair + Assoc*



September 16, 2003

Sinclair & Associates, Inc.
ATTN: James Magers-Strole
P.O. Box 1344
Duncan, SC 29334

Ref: Cobblestone Cove Townhomes

Dear Mr. Magers-Strole:

The above referenced project sanitary sewer has been inspected, mandrel pulled, and air-tested. All test surpassed City of Mauldin standards. We will accept 2460 LF of 8" gravity sewer (23 manholes) into the city system for ownership, operation and maintenance once a copy of the SCDHEC permit and the enclosed right-of-way waiver is on file in our office.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mike Watkins', with a stylized flourish at the end.

Mike Watkins
Administrative Projects Specialist

*cc: James Magers-Strole
LandCraft*

Mauldin Public Works
P.O. Box 249 • Mauldin, S.C. 29662-0249
(803) 294-2401 • FAX: (803) 294-2479

PUMP STATION AND FORCE MAIN AGREEMENT

THIS PUMP STATION AND FORCE MAIN AGREEMENT is made and entered into on this 15 day of August, 2003, by and among COLEMAN SHOALS HOMEOWNERS ASSOCIATION, LLC, a South Carolina nonprofit membership corporation (the "Association"); COLEMAN SHOALS, LLC, a South Carolina corporation ("Coleman"); CONDOR ENVIRONMENTAL, INC., a South Carolina corporation ("Condor"); and METROPOLITAN SEWER SUB-DISTRICT ("Metropolitan"), a South Carolina Special Purpose District.

WITNESSETH:

WHEREAS, Coleman is currently developing a residential subdivision ("Coleman Shoals Subdivision") in Greenville County, South Carolina, on the property which is described on Exhibit A, hereto attached and made a part hereof; and

WHEREAS, the Coleman currently owns the property and the Association will become the governing association for the Coleman Shoals Subdivision; and

WHEREAS, the development plan for the Coleman Shoals Subdivision provides for a total of 54 homes which will be served by the Pump Station and Force Main as hereinafter defined; and

WHEREAS, gravity sanitary sewer service will be provided to the Coleman Shoals Subdivision by Metropolitan; and

WHEREAS, due to the topography of the land on which Coleman Shoals Subdivision is being developed, a Pump Station and Force Main will be required to be installed within the subdivision, and under its current policies Metropolitan is unwilling to assume the ownership or maintenance responsibility for the Pump Station and Force Main; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the Pump Station and Force Main in accordance with the terms and provisions of this Agreement, and Metropolitan has agreed to initiate sanitary sewer service to Coleman Shoals Subdivision in the event that the Coleman, the Association and Condor enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. **COMPLETETION AND CONVEYANCE OF PUMP STATION AND FORCE MAIN.** Coleman agrees to design and complete the construction of the Pump Station and Force Main in accordance with the plans and specifications for the Pump Station and Force Main prepared by Site Design, Inc. (the "Engineer") that meet the requirements of Metropolitan Sewer Sub District and to cause the Pump Station and Force Main, and which include a standby electric generator which becomes part of the Pump Station, to be approved to operate by the Department

of Health and Environmental Control of the State of South Carolina. Coleman, or if then in existence the Association, agrees that at such time as the actions described in the foregoing sentence shall have been completed, Coleman or the Association shall transfer and convey the Pump Station and real property in fee simple and Force Main and along with all necessary and appropriate easements. At the time of said transfer and conveyance, Coleman or The Association shall also assign to Condor all warranties which shall have been made to Coleman or The Association, or which shall have been deemed to have been made to the Association, by the Contractor and the Engineer in regard to the Pump Station and Force Main and the plans and specifications for the Pump Station and Force Main.

Condor agrees that, during construction and prior to the transfer and conveyance of the Pump Station and Force Main to it, that it will conduct such inspections of the Pump Station and Force Main as Condor shall deem necessary to satisfy itself as to the condition of the Pump Station and Force Main and Coleman agrees to pay Condor's fees and costs of such inspections. Coleman additionally agrees to pay Condor's attorney fees associated with this Agreement, construction of the Pump Station and Force Main, and transfer of the Pump Station and Force Main to Condor.

2. OPERATION OF PUMP STATION AND FORCE MAIN. Condor agrees to accept the transfer and conveyance to it of the Pump Station and Force Main and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this agreement.

Condor shall operate and maintain the Pump Station and Force Main so that all houses served by the Pump Station and Force Main shall receive continuous sanitary sewer service without interruption. The repair, maintenance and replacement responsibilities of Condor under this Agreement shall include the replacement of all parts of the Pump Station and Force Main which shall become worn out or obsolete and the making of all capital repairs and replacements as shall be necessary in order for Condor to carry out its obligations under this Agreement without interruption.

Condor shall operate and maintain the Pump Station and Force Main so that the same will at all times comply with and fulfill all governmental laws, rules and regulations that shall be applicable to the operation and maintenance of the Pump Station and Force Main. Without limiting the generality of the foregoing, Condor shall operate and maintain the Pump Station and Force Main in accordance with all rules and regulations which shall be promulgated at any time, and from time to time, by Metropolitan for privately owned and maintained sanitary sewer Pump Stations and Force Main which are part of the sewage treatment system operated by Metropolitan. In addition, Condor shall comply with all policies and requirements of South Carolina Public Service Commission or other appropriate governmental agency which may be applicable to the Pump Station and Force Main costs and expenses which it shall incur in connection with the carrying out of its duties and responsibilities under this Agreement.

3. PAYMENT BY COLEMAN AND THE ASSOCIATION. Coleman or the Association, at which time it assumes such obligation from Coleman, hereby agrees that in consideration for the performance by Condor of its duties and obligations under this Agreement,

Coleman or the Association shall pay to Condor, upon start up of the Pump Station and Force Main and thereafter, the amount of One Thousand Eighty Dollars (\$1,080.00) (the "Monthly Fee") per month.

Prior to the start up of the Pump Station and Force Main, Coleman or the Association shall deliver to Condor an irrevocable letter of credit from a bank located in Greenville or Spartanburg County, South Carolina in the amount of Fifteen Thousand Dollars (\$15,000.00) to guarantee the payment by Coleman or The Association of the Monthly Fee to Condor in accordance with the terms hereinafter. The letter of credit is to have a term of twenty-four (24) months or longer. The Association agrees to renew the letter of credit or to maintain a Fifteen Thousand Dollars (\$15,000.00) cash escrow to guarantee the payment of the Monthly Fee.

Coleman or the Association, at which time it assumes such obligation from Coleman, shall pay the Monthly Fee to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that Coleman or the Association shall at any time fail to pay to Condor the Monthly Fee within thirty (30) days of the due date, Condor shall have the right to draw the Monthly Fee plus ten percent (10%) of the Monthly Fee as a delinquency charge from the Letter of Credit or from the escrow amount upon presentation of such unpaid invoice and an accompanying notarized statement that payment plus penalty are due. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement.

Upon no less than ninety (90) days prior notice to Coleman or The Association, Condor shall have the right to increase the amount of the Monthly Fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, and further provided that the increase in the Monthly Fee shall not be increased by more than ten (10%) percent in any twelve month period. Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Premises, including the Pump Station and Force Main, that are the result of the negligent or intentional acts or omissions of Condor.

4. APPROVAL BY METROPOLITAN. Metropolitan hereby consents to the terms of this Agreement and agrees that at such time as the Pump Station and Force Main shall be transferred and conveyed by Coleman or The Association to Condor, Metropolitan will accept the discharge from the Pump Station and Force Main owned and operated by Condor.

5. RESERVE ACCOUNT BY THE ASSOCIATION. At the time of transfer and conveyance of the Pump Station and Force Main by Coleman or The Association to Condor, Coleman shall pay to Condor the sum of Fifteen Thousand Dollars (\$15,000.00) as a reserve account for the purposes and uses herein provided. The parties hereto agree that the establishment of such reserve account is a one-time obligation which may be drawn on by Condor for replacement of the Pump Station or Force Main, or any portion thereof, if damaged by accident, vandalism or other disaster neither caused by Condor nor covered by casualty insurance which shall be carried and maintained by Condor. Any interest earned on the reserve account shall be the property of Condor. Further, all or any portion of said reserve account may

be used to pay for the costs and expenses of insurance, preventative maintenance or emergency repairs. If the Pump Station and Force Main is replaced by gravity sewer, or the ownership and operation of the Pump Station and Force Main is transferred to and assumed by a public entity having jurisdiction and authority therefore, the reserve account shall terminate. The funds remaining therein including any interest shall be distributed according to the following schedule:

<u>PERIOD</u>	<u>ALLOCATION</u>
Effective date of this Agreement to 3rd Anniversary	100% to Coleman
3rd Anniversary of this Agreement to 5 th Anniversary	67% to Coleman 33% to Condor
5th Anniversary of this Agreement to 7 th Anniversary	33% to Coleman 67% to Condor
7 th Anniversary of this Agreement	The account will be terminated and 100% of funds paid to Condor

6. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time are received by the parties to whom the notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Coleman Shoals, LLC
4 Boland Ct.
Greenville, SC 29615
- (b) Coleman Shoals Homeowners Association, LLC
4 Boland Ct.
Greenville, SC 29615
- (c) Condor Environmental, Inc.
P.O. Box 14940
Greenville, South Carolina 29610
- (d) Metropolitan Sewer Sub-District
705 Old Augusta Road
Greenville, SC 29605

7. TERM. The term of this Agreement shall commence on the date on which this

Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Pump Station and Force Main to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Pump Station and Force Main and shall have agreed with Coleman and The Association to do so.

In addition to the above, this Agreement may terminate in the following ways:

- (a) This Agreement will terminate if a public entity agrees to assume the operation of the premises;
 - (b) If the Pump Station and Force Main is replaced by a gravity sewer line, the Agreement shall terminate effective upon the date that the gravity sewer line is placed into operation;
 - (c) Condor may terminate the Agreement upon ninety (90) days prior written notice to the Association, provided that prior to termination Condor has identified for the Association and the Association has approved a successor entity that is properly qualified and licensed to enter into an Agreement substantially similar to this Agreement or into an Agreement reasonable satisfactory to The Association to operate the Pump Station and Force Main. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement until the successor entity has assumed the obligations under this Agreement.
 - (d) The Association may terminate the Agreement upon thirty (30) days prior written notice to Condor, if (i) any performance standard included within this Agreement is not met for a cumulative period of fourteen (14) days or more during any rolling twelve (12) month period; or (ii) a sewage back up in any residence, caused by the Pump Station or Force Main, occurs four (4) or more times during any twelve (12) month period; or (iv) a sewage overflow out of the Pump Station or Force Main, occurs four (4) or more times during any rolling twelve (12) month period; or for the convenience of The Association. In the event of any default of Condor of any of these conditions, Condor agrees to promptly deed the Pump Station and Force Main premises back to The Association without consideration.
8. METROPOLITAN APPROVAL. This Agreement may be assigned with the prior written consent of the parties. Notwithstanding the foregoing, however, any operation of the Pump Station and Force Main by any person, party or entity other than Condor, as herein provided, shall be subject to the approval of Metropolitan. Upon the approval of said transfer and conveyance to a third party operator by such a governmental authority and the completion of said transfer, Condor shall be automatically released from all further duties or obligations under the terms of this Agreement.
9. If for any reason Condor Environmental, Inc., or its assigns, does not fulfill their obligation to maintain the pump station and force main, then the Coleman Shoals Homeowners Association will assume the obligations of Condor as set forth herein.

Further, the Association, Condor, its successors and assigns shall indemnify and hold harmless Metropolitan Sewer Sub-District for any and all damage of any nature which may occur from this Agreement.

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

COLEMAN SHOALS, LLC

By: [Signature]

DATED: 8-1-03

THE COLEMAN SHOALS HOMEOWNERS
ASSOCIATION, LLC

By: [Signature]

DATED: 8-1-03

CONDOR ENVIRONMENTAL, INC.

By: [Signature]

DATED: 8-1-03

METROPOLITAN SEWER SUB-DISTRICT

By: [Signature]

DATED: 8-05-03

ASSIGNMENT OF PUMP STATION AND FORCE MAIN AGREEMENT

THIS ASSIGNMENT OF PUMP STATION AND FORCE MAIN AGREEMENT (this "Assignment") is entered into as of the 10th day of September 2003, by and between Condor Environmental, Inc., a South Carolina corporation ("Assignor") and Condor Environmental O&M, LLC, a South Carolina limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor; Hogan Properties Kilgore Farms, LLC, a South Carolina limited liability company ("Hogan"); Kilgore Farms Homeowners Association, Inc., a South Carolina nonprofit corporation (the "Association"); and Metropolitan Sewer Subdistrict, a South Carolina special purpose district ("Metropolitan") did enter into that certain Pump Station and Force Main Agreement, last executed the 5th day of NOVEMBER, 2002 (the "Pump Station Agreement"), which Pump Station Agreement was intended to control and create certain ownership and maintenance responsibilities pertaining to a pump station and force main servicing Kilgore Farms Subdivision, as more specifically described in the said Pump Station Agreement.

WHEREAS, For purposes of establishing independent ownership and control and for the sake of segregating monetary rights and responsibilities stemming from the Pump Station Agreement, Assignor now desires to assign all its rights and responsibilities under the Pump Station Agreement to Assignee.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the promises and covenants contained herein, the parties herein agree as follows:

1. Assignment. Assignor hereby grants, transfers and assigns unto Assignee all of its right, title and interest in, to and under the Pump Station Agreement, whether now or hereafter

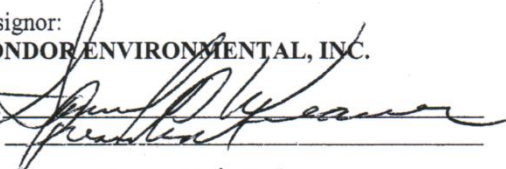
existing. Assignee hereby assumes and agrees to be bound by the terms and provisions of the Pump Station Agreement.

MISCELLANEOUS PROVISIONS.

- A. Completeness and Modification. This Assignment constitutes the entire contract and understanding between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Assignment shall be modified only by a written agreement executed by all such parties
- B. Binding Effect and Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
- C. Governing Law. This Contract shall be governed by and construed under the laws of the State of South Carolina, without regard for conflicts of laws principles thereof.
- D. Article Headings. The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations, and warranties herein set forth or limit the provisions or scope of any paragraph or provision.
- E. Counterparts and Facsimiles. To facilitate execution, this Assignment may be executed in as many counterparts as may be required, and facsimile or fax copies of signatures shall be an effective and binding indication of a party's commitment to and acceptance of the terms hereof.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, agents or representatives, have set their hands and seals hereto on the dates indicated.

Assignor:
CONDOR ENVIRONMENTAL, INC.

By: 
Its: _____

DATED: 9/15/03

Assignee:
CONDOR ENVIRONMENTAL O&M, LLC

By: 
Its: _____

DATED: 9/15/03

I FURTHER WITNESS WHEREOF, the undersigned parties, through their duly
d officers, agents or representatives, have set their hands and seals hereto on the dates
to show their consent to the aforesaid assignment.

METROPOLITAN SEWER SUBDISTRICT

By: Michael D. Dikun
Its: General Manager

DATED: 9-18-03

HOGAN PROPERTIES KILGORE FARMS, LLC

By: John T. Hogan
Its: Manager

DATED: 9/16/03

KILGORE FARMS HOMEOWNERS ASSOCIATION, INC.

By: John T. Hogan
Its: President

DATED: 9/16/03



Appalachia II
Environmental Quality Control
Serving Greenville and Pickens Counties
301 University Ridge, Suite 5800
Greenville, SC 29601-3677
864-241-1090 Fax: 864-241-1092

Wastewater System Construction

Approval to Place into Operation

Date: October 7, 2004

Issued to: Crescent Contracting Co., LLC
4 Boland Court
Greenville SC 29615

for the operation of the permitted system referenced below:

Permit Number: 29,446-WW
Project Name: Coleman Shoals
County: Greenville

Project Description: 2313.39 LF of 8" PVC gravity sewer line, 1798.4 LF of 4" force main and a pump station to serve 54 lots.

Design Flow Rate: 21600 gpd WWTP: WCRSA/Pelham WWTP (SC0033804)

Special Conditions: As specified in construction permit

This approval is based on the Engineer's letter of certification (October 5, 2004) signed by Allan E. Epps, P.E., and acceptance letter (September 24, 2004) from the Metropolitan Sewer Sub-District. (N.I.)


Guy A. Tumblin, Jr., P.E.
District Engineer
Appalachia II EQC District

pf

cc: Allan E. Epps, P.E.
Deborah Mack, BOW
Greenville County Codes
Mike Parrott, Health Department
WCRSA
Metropolitan Sewer Sub-District

EXEMPT

BOOK 2106 PAGE 1642 ✓

SEP 03 2004

FILED

GRANTEES ADDRESS: 508 Poinsett Highway Greenville, SC 29609 GREENVILLE, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)2004 SEP -3 P 1:54
GENERAL WARRANTY DEEDJUDY G. HIX
REGISTER OF DEEDSKNOW ALL MEN BY THESE PRESENTS, that **Coleman Grove, LLC**, in consideration of

Ten and No/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release in fee simple unto **Condor Environmental O&M, LLC**, it's successors and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville known and designated as "Part Common Area (Pump Station) and being shown according to a plat entitled "Survey for Condor Environmental" prepared by Site Design, Inc. dated August 31, 2004, recorded in Plat Book 484 Page 24, and having, according to said plat, such metes and bounds as shall appear thereon.

ALSO: An easement for ingress, egress and maintenance Thirty (30) feet in width over and across the premises shown as a 30' sewer and drainage easement shown according to a plat entitled "Coleman Shoals, Phase 2", by Site design, Inc. dated June 16, 2004, recorded in the RMC Office for Greenville County in Plat Book 481 at Pages 44 and 45, and extending over and across Carissa Court to the premises conveyed herewith.

ALSO: An easement for ingress, egress and maintenance Twenty Five (25) feet in width over and across the premises shown on that certain easement given to Grantor by Thornblade Crossing Homeowner's Association, Inc. as shown on drawing attached thereto Recorded in Deed Book 2057, Page 155 on September 26, 2003.

This conveyance is made subject to all restrictions, setback lines, roadways, easements, zoning ordinances and rights-of-way, if any, affecting the abovedescribed property.

This being a portion of the identical premises conveyed to the Grantor herein by deed from Ernest R. Coleman, Jr. and Diane C. Coleman recorded in Deed Book 2036 at Page 1473 on May 2, 2003.

(11) 195-534.43-1-55.1 → 0.083 Ac

Out of


534.43-1-55

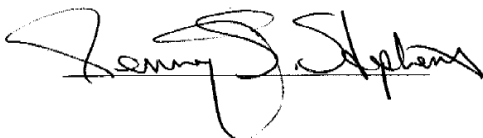
together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors or administrators to warrant and forever defend all and singular the premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

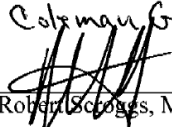
WITNESS the grantor's(s') hand(s) and seal(s) this 26th day of August, 2004.

SIGNED, sealed and delivered in
the presence of:

82163





Coleman Grove, LLC


Robert Scroggs, Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

BEFORE ME personally appeared the undersigned and made oath that (s)he saw the within named Grantor sign, seal, and as his/her/their act and deed, deliver the within written Deed; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me, this 26th
day of August, 2004.



Notary Public for South Carolina
My Commission Expires: 6-3-07



STATE OF SOUTH CAROLINA)

) AFFIDAVIT FOR EXEMPT TRANSFERS

COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

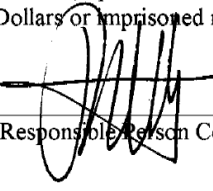
1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at Greenville County, bearing County Tax Map No.: 534.43-1-146 was transferred by Coleman Grove, LLC to Condor Environmental O&M, LLC on _____.
3. The deed is exempt from the deed recording fee because:

The value of the realty is equal to or less than One Hundred and 00/100 (\$100.00) Dollars.

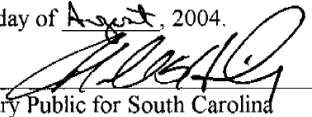
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and 00/100 (\$1,000.00) Dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this
30th day of August, 2004.


Notary Public for South Carolina

My commission Expires: 6-3-9

INFORMATION

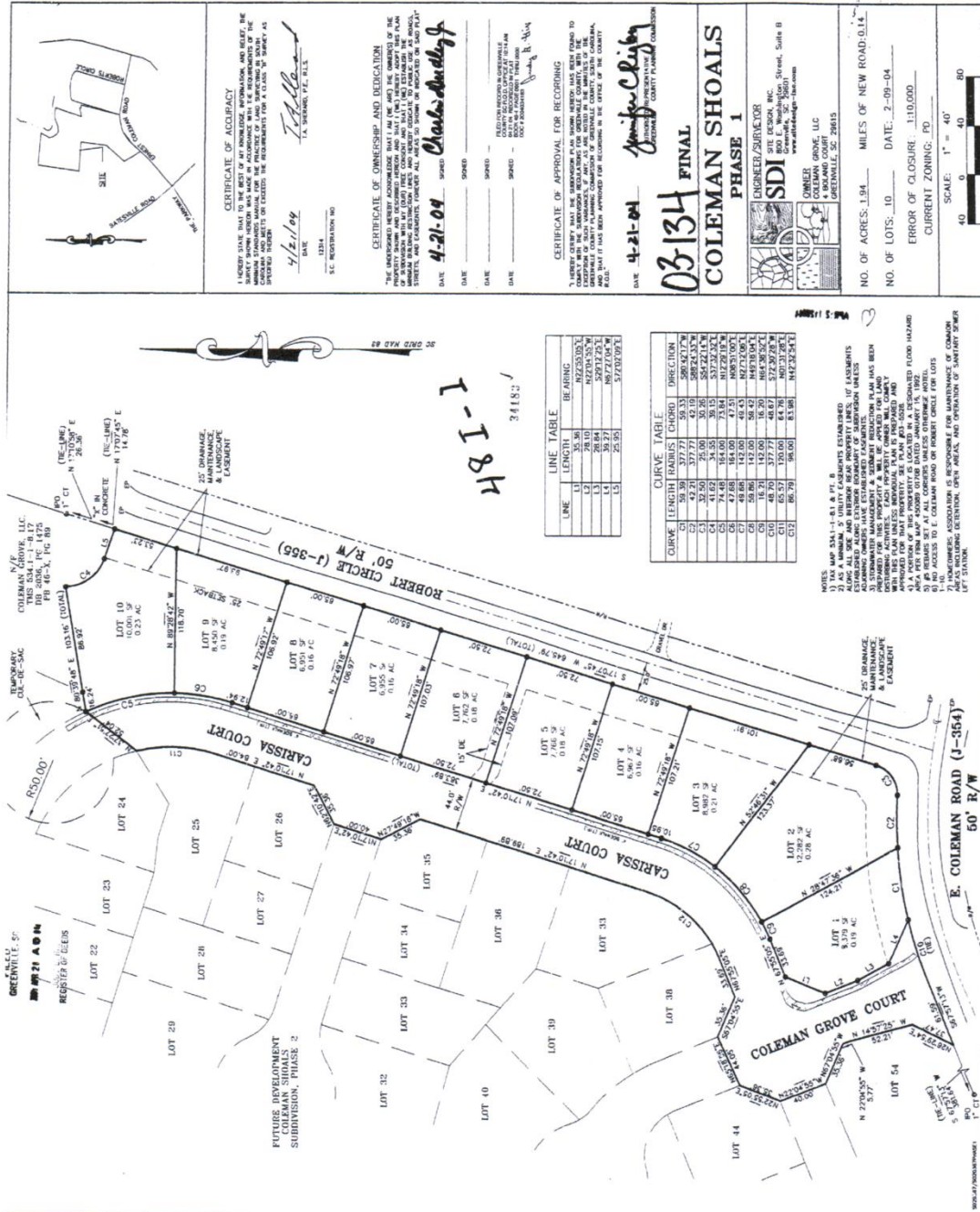
Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in the money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interests, and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Tax payers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, a partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family Partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent's principal in which the realty was purchased with the funds of the principal, provided that a notarized document is also filled with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to a facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 01:54 PM
09 03 04 RECORDED IN DEED
BOOK 2106 PAGE 1642 THRU 1645
DOC # 2004082163

Judy B. Hill





COLEMAN SHOALS
EARNEST COLEMAN ROAD/ROBERT CIRCLE
GREENVILLE COUNTY, SC

REVISED SANITARY SEWER DESIGN CALCULATIONS



Prepared by:

Site Design, Inc.
800 East Washington Street, Suite B
Greenville, SC 29601
(864)271-0496

Prepared for:

Crescent Contracting Co., LLC
4 Boland Court
Greenville, SC 29615

September 30, 2003

007 01 2003

WATER & SEWER
PERMITTING DIVISION

SITE DESIGN, INC.
800 E. Washington St. Suite B
GREENVILLE, SOUTH CAROLINA 29601
(864) 271-0496
FAX (864) 271-0402

JOB Coleman Shoals
SHEET NO. 1 OF 7
CALCULATED BY JMM DATE 6/6/03
CHECKED BY TAS DATE 6/6/03
SCALE N/A

Coleman Shoals Sanitary Sewer Calculations

Minimum Size (Main) 8" Diameter
(Service) 6" Diameter

Minimum Depth (Top of Pipe)
Line A: Sta 3+68.32 - 4.39 ft
Line B: Sta 3+42.39 - 5.37 ft
Line C: Sta 3+92.35 - 7.24 ft
Line D: Sta 0+89 - 8.84 ft

Min/Max Slopes
Line A: Sta 4+79.50 / Sta 86.61 > 1.01%
Sta 7+54.17 / 8+68.37 > 9.98%
Line B: Sta 0+00.00 / 2+42.82 > 9.97%
Sta 2+42.82 / 3+42.39 > 9.84%
Line C: Sta 0+00.00 / 2+76.32 > 6.23%
Sta 2+76.32 / 3+92.35 > 7.33%
Line D: Sta 0+00.00 / 2+78.56 > 2.04%

Design Criteria

Residence (SA)
400 GPD

Min Design Loadings
21,600 GPD

Max Design Loadings (*3)
64,800 GPD

Mean Velocity (Follow below min + max velocity (2 fps + 15 fps respectively))

$$V = (1.49 / 0.014) * (D/4)^{2/3} S^{1/2}$$

1.01% \Rightarrow 3.24 fps
9.98% \Rightarrow 10.18 fps

Average Daily Flow: 21,600 GPD

SITE DESIGN, INC.
800 E. Washington St. Suite B
GREENVILLE, SOUTH CAROLINA 29601
(864) 271-0496
FAX (864) 271-0402

JOB Clemman Shoals
SHEET NO. 2 OF 2
CALCULATED BY JMM DATE 6/6/03
CHECKED BY TAS DATE 6/6/03
SCALE NA

Population Density: * Assume 4/Residence

$$54 \text{ Residences} \times \frac{4}{\text{Residence}} \times \frac{1}{13.74 \text{ Ac}} \approx 16 \text{ people/Ac}$$

Paving: 3* DHEC Min stds

Infiltration Allowance: 200 Gallon/in dia/mi/day

2721 lf of pipe or 0.52 mi

Maximum Manhole Spacing: Line A: Sta 10+26.48/11+75.79 \Rightarrow 149.31
Line B: Sta 0+00.00/2+42.82 \Rightarrow 242.82
Line C: Sta 0+00.00/2+76.32 \Rightarrow 276.32
Line D: Sta 0+00.00/2+78.56 \Rightarrow 278.56

Maximum Vertical Fall in Non-Drop Manhole: 0.2 ft

Manhole Placement: OK

Minimum Horizontal Separation from Waterline: $\pm 2'$

Minimum Vertical Separation from Waterline: (Assume 4' Deep)

Line A: $\pm 9.9'$
Line B: N/A
Line C: $\pm 10.45'$
Line D: N/A

** No roof drains, foundation drains, and other clean water **
Connections shall be connected to the Sanitary Sewer
System.

SITE DESIGN, INC.
800 E. Washington St. Suite B
GREENVILLE, SOUTH CAROLINA 29601
(864) 271-0496
FAX (864) 271-0402

JOB Coleman Shoals - Revised Calculations
SHEET NO. 1 OF 4
CALCULATED BY JMM DATE 9/30/03
CHECKED BY TAS DATE 9/30/03
SCALE N/A

Coleman Shoals Sanitary Sewer Revised Calculations

Pump Station Calculations

1. Design Flow + Operating Point

□ Design Flow, $Q_{\text{gpd}} \Rightarrow \frac{400 \text{ GPD}}{\text{Residence}} * 54 \text{ Residences} * 2.5 \text{ Peak Factor}$

$$= 54,000 \text{ GPD} \Rightarrow 54,000 \frac{\text{Gal}}{\text{Day}} * \frac{1 \text{ Day}}{24 \text{ HR}} * \frac{1 \text{ HR}}{60 \text{ Min}} = 37.5 \text{ GPM}$$

* For discharge line velocity of 2.5 fps, use 100 GPM or 0.223 CFS

$$V = Q/A = 0.223 / \left(\frac{\pi}{4} D^2 \right) = 2.56 \text{ fps } D=4"$$

□ System Head Curve

□ Static Head Calculation - (High Point - Pump Off Elev)

$$882.10 - 820.90 = 61.2' \text{ use } 62'$$

□ Friction Head (Pipe Losses) 4" Pipe, $Q=0.223 \text{ CFS}$

By the Hazen-Williams Formula

$$h_f = SL = \frac{V^{1.85} L}{(1.318 C_H)^{1.85} R^{1.17}}$$

where $V = 2.56 \text{ FPS}$
 $L = 1848.28' + 37.43' \Rightarrow 1886'$
 $R = D/4 \text{ or } 0.0833$

$$h_{f(C_H=100)} = 23.54 \text{ ft use } 24'$$

$$h_{f(C_H=120)} = 16.80 \text{ ft use } 17'$$

$$h_{f(C_H=150)} = 11.12 \text{ ft use } 12'$$

□ Minor Head Losses: use 2'

SITE DESIGN, INC.
 800 E. Washington St. Suite B
 GREENVILLE, SOUTH CAROLINA 29601
 (864) 271-0496
 FAX (864) 271-0402

JOB Coleman Sheds - Revised Calculations
 SHEET NO. 2 OF 4
 CALCULATED BY JMM DATE 9/30/03
 CHECKED BY TAS DATE 9/30/03
 SCALE N/A

$$\square TDH_{(100)} = 62' + 24' + 2' = 88'$$

$$TDH_{(120)} = 62' + 17' + 2' = 81'$$

$$TDH_{(150)} = 62' + 12' + 2' = 76'$$

\square Operating Point - see attached Pump Curve

2. Wet Well Design

\square Cycle Time

$$\square \text{Volume} = (\text{Pump On} - \text{Pump Off}) * A$$

$$(822.40 - 820.90) * (6 \times 6) = 54 \text{ cf}$$

\square Fill Time = Vol / Q_{in}, Where Q_{in} = average daily flow

$$Q_{in} = 54 * 400 \text{ GPD} * \frac{1 \text{ DAY}}{24 \text{ HR}} * \frac{1 \text{ HR}}{60 \text{ Min}} * 2.228 \times 10^{-3}$$

$$= 0.0334 \text{ cfs}$$

$$\text{Fill Time} = \frac{54 \text{ cf}}{0.0334 \text{ cfs}} = 1616.77 \text{ sec or } 26.95 \text{ min}$$

$$\square \text{Run Time} = \text{Vol} / (Q_{\text{pump}} - Q_{in})$$

$$= \frac{54 \text{ cf}}{(0.223 - 0.0334)} = 284.81 \text{ sec or } 4.75 \text{ min}$$

$$\square \text{Cycle Time} = \text{Fill Time} + \text{Run Time}$$

$$= 26.95 \text{ min} + 4.75 \text{ min}$$

$$= 31.7 \text{ min or } 1.89 \text{ cycles/HR}$$

\square Uplift Check (Buoyancy), Factor of Safety

$$\square FS = (\text{Wet well Weight} + \text{soil overburden} + \text{soil resistance}) / \text{uplift force}$$

SITE DESIGN, INC.
 800 E. Washington St. Suite B
 GREENVILLE, SOUTH CAROLINA 29601
 (864) 271-0496
 FAX (864) 271-0402

JOB Coleman Sheds - Revised Calculations
 SHEET NO. 3 OF 4
 CALCULATED BY JMM DATE 9/30/03
 CHECKED BY TAS DATE 9/30/03
 SCALE N/A

Wet Well Weight: $A_{\text{exterior}} = (7 \times 7) - (6 \times 6) = 13 \text{ sf}$
 $\text{Vol}_{\text{walls}} = 13 \text{ sf} \times 20.55 \text{ ft} = 267.15 \text{ cf}$
 $\text{Vol}_{\text{top}} = 7 \times 7 \times 0.67 = 32.83 \text{ cf}$
 $\text{Vol}_{\text{bottom}} = 8 \times 8 \times 0.67 = 42.88 \text{ cf}$
 $\text{Vol}_{\text{slope}} = \frac{1}{2} \times 1 \times 1 \times 20 = 10 \text{ cf}$
 $\text{Vol}_{\text{total}} = 267.15 \text{ cf} + 32.83 \text{ cf} + 42.88 \text{ cf} + 10 \text{ cf} = 352.86 \text{ cf}$
 $\text{Weight} = 352.86 \text{ cf} \times 150 \text{ pcf} = 52,929 \text{ lb}$
 $\text{Weight of Soil} = [(8 \times 8) - (7 \times 7)] \times 20.5' \times 115 \text{ pcf} = 35,362.50 \text{ lb}$
 $\text{TOTAL} = 52,929 \text{ lb} + 35,362.50 \text{ lb} = 88,291.50 \text{ lb}$
 $\text{Buoyancy Force} = 352.86 \text{ cf} \times 62.4 \text{ pcf} = 22,018.46 \text{ lb}$
 $\text{Weight of Air} = 352.86 \text{ cf} \times 0.0765 \text{ pcf} = 26.99 \text{ lb}$
 $FS = \frac{88,291.50 \text{ lb}}{22,018.46 \text{ lb}} = 4.01 \geq 2$

3. Surge Relief Check

- Condition - Both Pumps Running
- Wave Velocity

$$V_{pr} = \frac{\sqrt{E_v / \rho}}{\sqrt{1 + KBr}}$$

where $E_v = 312,000 \text{ psi}$
 $\rho = 64.2 \text{ lb/ft}^3$

$$V_{pr} = 4339 \text{ fps}$$

$$1 + KBr = 1 + \frac{312,000 \text{ psi}}{24,000,000} \times \frac{4 \text{ in}}{0.32 \text{ in}} = 1.1625$$

- Water Hammer

$$V_{act} = \frac{V}{A_x} = \frac{200 \text{ Gal}}{\text{min}} (2 \text{ pumps}) \times \frac{1}{(4/12)^2 \pi / 4} \times 2.228 \times 10^{-3} = 5.11 \text{ fps}$$

$$t_s = \frac{2L}{V_{pr}} = \frac{2(1986)}{4339} = 0.87 \text{ sec}$$

If the shutoff time for the valve or pump is less than approximately 0.70 sec the resulting system pressure

SITE DESIGN, INC.
800 E. Washington St. Suite B
GREENVILLE, SOUTH CAROLINA 29601
(864) 271-0496
FAX (864) 271-0402

JOB Coleman Shoals - Revised Calculations
SHEET NO. 4 OF 4
CALCULATED BY JMM DATE 9/30/03
CHECKED BY TAS DATE 9/30/03
SCALE N/A

will be:

$$P_{sys} = h_{ms} + \text{orst. system pressure}$$

$$h_{ms} = \frac{V \cdot V_{act}}{g} = \frac{4339 \text{ f}}{5} \cdot 5.11 \text{ fps} \cdot \frac{5^2}{32.2 \text{ ft}} = 688.98 \text{ ft}$$

$$\square \text{ Total Pressure: } P_{sys} = 88' + 689' = 777 \text{ ft}$$

or 337 psi

Operating pressure for check valve is 175 psi \therefore
Surge relief is recommended.

Wastewater Construction Permit

Bureau of Water



Permission is hereby granted to: CRESCENT CONTRACTING CO LLC
4 BOLAND CT
GREENVILLE, SC 29615

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, engineering report and the Construction Permit Application signed by J. M. Maddock, Registered Professional Engineer, S.C. Registration Number: 21268.

Project Name: COLEMAN SHOALS
Location: E COLEMAN RD/ROBERTS CIRCLE

County: Greenville

Project Description: 2313.39 linear feet of 8" gravity sewer line, 19 manholes, 1798.4 linear feet of 4" force main and a pump station to serve 54 lots.

The wastewater will be discharged to the WCRSA/PELHAM WWTP treatment facility, (NPDES Permit SC0033804) at a design flow rate of 21600 gallons per day.

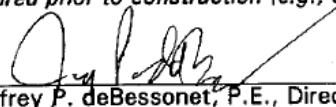
Special Conditions:

1. All construction/materials for this project must conform to the Standard Specifications for SITE DESIGN, INC./GREENVILLE approved on 02/18/1994.
2. Prior to initiation of operation, documentation must be provided that the appropriate legal assignment of ownership of the pump station and force main from Condor Environmental, Inc. to Condor Environmental O&M, LLC has occurred.

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the EQC Appalachia II District Office at (864) 241-1090. Additional permits may be required prior to construction (e.g., stormwater).

Permit Number: 29,446-WW
Date of Issue: January 07, 2004
Expiration Date: Construction must begin prior to January 07, 2006 and be completed prior to January 06, 2007, or this permit will expire.


Jeffrey P. deBessonnet, P.E., Director
Water Facilities Permitting Division

RJR

WW-1187-2



Construction Permit Application Water/Wastewater Facilities

BUREAU OF WATER

DRP SUBMITTAL: No ☒ Yes ☐

SELECT ONE ☐ Water Facilities ☒ Wastewater Facilities ☐ Water & Wastewater Facilities

I. Project Name: Coleman Shoals County: Greenville

II. Project Location (street names, etc.): E. Coleman Road / Roberts Circle

III. Project Description(s): Water System:

Wastewater System: ± 2314.39'-8" SS Main, 19 SS Manholes, 64-6" SS Services,
Pump Station, ± 1798'-4" DIP Force Main

Project Type (A-Z): Water: Wastewater: B (See instructions for the appropriate project code)

IV. Initial Owner: [Time of Application] Name/Organization: Crescent Contracting Co. LLC
Address: 4 Edward Ct. City: Greenville State: SC Zip: 29615 Phone #: (843) 289-9937

V. Final Owner: [After Construction] Name/Organization: Greenville Metropolitan Sewer Sub District / Pump Sta. Under Environmental
Address: 7504 Highway 102 Box 19940 City: Greenville State: SC Zip: 29610 Phone #: (843) 277-4442
(843) 277-4442 Fax #: (843) 277-4442

VI. Entity Responsible for Final Operation & Maintenance of System:

Water System: Name: Address:
City: State: Zip: Phone #: Fax #:

Wastewater System: Name: Metropolitan / Condot Address: 7504 Highway 102 / PO Box 19940
City: Greenville State: SC Zip: 29610 Phone #: (843) 277-4442 Fax #: (843) 277-4442

VII. Engineering Firm: Name: Sik Design Inc. Address: 1006 Washington St Suite B
City: Greenville State: SC Zip: 29601 Phone #: (843) 271-0496 Fax #: (843) 271-0402

VIII. Is this project: A) Part of a phased project? No ☒ Yes ☐ If Yes, Phase of

B) A revision to a previously permitted project? No ☒ Yes ☐ If Yes, Permit #

Date Approved: Project name (if different):

C) Submitted based on a Schedule of Compliance or Order issued by DHEC? No ☒ Yes ☐ Order #

D) Anticipating funding by the State Revolving Fund (SRF)? No ☒ Yes ☐

E) Crossing a water body? (e.g., river, creek) No ☒ Yes ☐ If Yes, Name of water body

IX. Are Standard Specifications approved by DHEC being used on this project? No ☐ Yes ☒ If Yes:

Water: Date Approved: Approved for whom:

Wastewater: Date Approved: 2/18/94 Approved for whom: Sik Design Inc. TA Shepard, PE, RLS

X. Wastewater Systems: A) Type: Domestic ☒ Process (Industrial) ☐ Combined (Domestic & Process) ☐

B) Total average design flow of the project not to exceed 21,600 GPD

C) Sewers or Pretreatment 1. Name of facility (e.g., POTW) treating the wastewater: Pelham

2. NPDES/ND Number of facility in Item #1: SC 0033804

Treatment Systems 3. Date Preliminary Engineering Report (PER) approved: N/A

4. NPDES/ND application submitted? No ☒ Yes ☐ If Yes, Date

Disposal Sites 5. Effluent Disposal Site (Description): N/A

6. Sludge Disposal Site (Description): N/A

XI. Water Systems: Project located within city limits? No ☐ Yes ☐

Public water system providing water (Name & System ID No.): No.:

New water system (including master meter)? No ☐ Yes ☐ If Yes, System name:

XII. Type of Submittal: Complete Section A (Standard) or Section B (Delegated Review Program - DRP).

A) Standard Submittal must include the following, where applicable:

- ☒ 1. A transmittal letter outlining the submittal package.
- ☒ 2. The **original** construction permit application, properly completed, with three (3) copies.
- ☒ 3. Three (3) sets of signed and sealed plans and specifications. Specifications may be omitted if approved standard specifications are on file with DHEC.
- ☒ 4. One (1) additional overall plan sheet showing the proposed and existing (only in the area of proposed construction) water and wastewater lines (highlighted for identification) and their sizes.
- ☒ 5. Three (3) sets of the appropriate design calculations. **WASTEWATER:** Design flow (based on R.61-67, Appendix A), pump station calc's. and pump curve. **WATER:** Recent flow test from a location near the tie-on site, design calc's. indicating pressure maintained in the distribution system during max. instantaneous demand, fire flow and flushing velocities achieved. Number/types of service connections, well record form, pumping test results, etc.
- ☒ 6. Three (3) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☒ 7. Three (3) copies of construction easements unless the project owner has the right of eminent domain.
- ☒ 8. A letter(s) from the entity supplying water and/or providing wastewater treatment stating their willingness and ability to serve the project, including pretreatment permits, if applicable. The letter should include the specific flow and, when applicable, the specific number of lots being served.
- ☒ 9. A letter(s) from the entity agreeing to be responsible for the O&M of the water and/or wastewater system.
- ☒ 10. Application fee enclosed \$ 350.00. (Refer to Instructions).
- ☐ 11. **WATER SYSTEMS:** a) A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
b) For wells, four (4) copies of a wellhead protection area inventory.
c) For new wells, a viability demonstration is required in accordance with Regulation 61-58.1.B.(4).

Note: Other approvals may include 208 and OCRM certification, and navigable waterway permitting.

B) DRP submittal (treatment plants are not covered) must include the following, where applicable:

- ☐ 1. A transmittal letter, signed by the professional engineer representing the DRP entity, noting this is a DRP submittal. The letter should state that the project has been reviewed and complies with R.61-58 and/or R.61-67.
- ☐ 2. The **original** construction permit application, properly completed, with two (2) copies.
- ☐ 3. Two (2) sets of the signed and sealed plans.
- ☐ 4. One (1) additional plan sheet with water and wastewater lines highlighted, as required under Sec. XII.A.4. above.
- ☐ 5. Two (2) sets of the appropriate design calculations. **WASTEWATER:** Same information as required under Section XII.A.5. above. **WATER:** Same information as required under Section XII.A.5. above.
- ☐ 6. Two (2) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☐ 7. Two (2) copies of construction easements, unless the project owner has the right of eminent domain.
- ☐ 8. DHEC's Ocean and Coastal Resource Management certification (for projects in applicable counties).
- ☐ 9. DHEC's Water Quality permit or conditions for placement in navigable waters, and other Agency approvals.
- ☐ 10. **WASTEWATER SYSTEMS:** a) A letter of acceptance from the entity providing the treatment of the wastewater that includes the specific flow and, when applicable, the specific number of lots being accepted.
b) A letter from the organization agreeing to be responsible for the O&M of the sewer system.
c) The 208 Plan certification from the appropriate Council of Governments (designated 208 areas), or from DHEC on the non-designated 208 areas.
- ☐ 11. **WATER SYSTEMS:** A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
- ☐ 12. Fee of \$75 for water and \$75 for sewer (\$150 if combined).

Note: The DRP entity should ensure that a copy of the final approved plans are returned to the design engineer.

XIII. Construction plans, material and construction specifications, the engineering report including supporting design data and calculations are herewith submitted and made a part of this application. I have placed my signature and seal on the engineering documents submitted, signifying that I accept responsibility for the design of this system, and that I have submitted a complete administrative package.

Engineer's Name (Printed): J. Michael Maddock Signature: [Signature]

S.C. Registration Number: 21266 Registered Professional Engineer

XIV. Prior to final approval, I will submit a statement certifying that construction is complete and in accordance with the approved plans and specifications, to the best of my knowledge, information and belief. This certification will be based upon periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision.

Engineer's Name (Printed): J. Michael Maddock Signature: [Signature]

S.C. Registration Number: 21268 Registered Professional Engineer

XV. I hereby make application for a permit to construct the project as described above. I have read this application and agree to the requirements and conditions and agree to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

Owner's Name (Printed): Bobby Scroggs Signature: [Signature]

Owner's Title: Member Date: 10-29-03

SDI
SITE DESIGN INC.
CIVIL ENGINEERS AND SURVEYORS

August 26, 2004

Mr. Sam Weaver
President
Condor Environmental, Inc.
P.O. Box 14940
Greenville, SC 29610

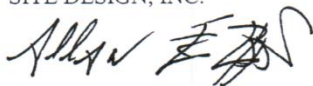
**RE: Coleman Shoals Subdivision
Preliminary Plat # 03-134
DHEC Permit No.: 29,446-WW
Date of Issue: January 7, 2004
SDI #S020367**

Dear Mr. Weaver:

This letter is to certify to the best of my knowledge and belief that the pump station and force main have been constructed in accordance with the approved plans and specifications and good engineering practice. Copies of the record drawings are enclosed for your files.

We are requesting your letter of acceptance for ownership, operation, and maintenance of the pump station and force main for our submittal to DHEC for a Permit to Operate. Should you have any questions or require additional information, please do not hesitate to call. We appreciate your time and consideration.

Sincerely,
SITE DESIGN, INC.



Allan E. Epps, P.E.
Project Engineer

Enclosures
cc: file



Administrative Office
561 Mauldin Road • Greenville, SC 29607
864/299-4000 • Fax 864/277-5852

Operations/Laboratory/Permitting
561 Mauldin Road • Greenville, SC 29607
864/299-4040 • Fax 864/299-4059

RECEIVED

SEP 8 2003

**WATER FACILITIES
PERMITTING DIVISION**

September 3, 2003

Mr. J. Michael Maddock, PE
Site Design Inc.
800 East Washington Street, Suite B
Greenville, South Carolina 29601

**RE: Coleman Shoals Subdivision
Coleman Road and Robert Circle, Greenville, South Carolina**

Dear Mr. Maddock:

Western Carolina Regional Sewer Authority (WCRSA) is in receipt of your letter dated August 28, 2003, providing the additional information as requested in my letter dated June 30, 2003. Therefore, based on the information you provided and the letter from Mr. David Black of Crescent Contracting Co., LLC, WCRSA agrees to accept and treat the 21,600 gallons per day (gpd) wastewater flow from the 54 single-family residential lots located in the referenced subdivision.

However, please be advised that WCRSA's acceptance of the 21,600 gpd flow is contingent upon Crescent Contracting Co., LLC signing WCRSA's "Agreement" and paying the escrow amount of \$17,977.00 as previously agreed upon in the enclosed letter. This flow will be treated at the Pelham Wastewater Treatment Plant, NPDES Permit No. SC0033804.

All sewer connections directly or indirectly served by WCRSA are subject to a "New Account Fee." No tie-ins will be allowed until a connection permit is issued by WCRSA. The "New Account Fee" is in addition to the above referenced escrow payment. Please notify WCRSA if there are any changes in total daily flows. If you have any questions, please contact me at (864) 299-4020 ext. 235.

Sincerely,

J. Brian Bishop
J. Brian Bishop, P.E.
Engineering Supervisor

cc: SCDHEC - Greenville
SCDHEC - Columbia
Metropolitan Sewer Subdistrict

Enclosure - Escrow Acceptance Letter dated August 22, 2003

\\linda\acceptance letters\coleman shoals sd.doc

Celebrating 75 Years of Environmental Stewardship

COMMISSIONERS:
 M. GRAHAM PROFFITT, III, Chairman
 CHARLES F. STYLES
 RANDOLPH L. ESKEW
 JOE W. JELKS, III
 JOEL H. BYARS

October 29, 2003



**METROPOLITAN
SEWER SUB-DISTRICT**

MICHAEL F. DICKSON
 General Manager

Mr. Michael Maddock
 Site Design, Inc.
 800 East Washington Street, Suite B
 Greenville, SC 29601

Subject: Coleman Shoals Subdivision Gravity Sanitary Sewer

Dear Mr. Maddock,

The sanitary sewer plans on the above referenced project have been reviewed and approved according to Metropolitan current standards. This approval is for the plans that are on file at the District office. Any modifications or changes to the plans must receive approval before construction can begin or continue. Once the project has met the following requirements Metropolitan will own, operate and maintain the system for public use.

- A. The Department of Health and Environmental Control (DHEC) must have issued a "Permit to Construct" before construction of this project begins.
- B. The District Office shall be notified at least 24 hours prior to beginning construction.
- C. Sewer lines constructed outside of public rights-of-way shall be located in the center of a completely cleared and grubbed 25' permanent right-of-way.
- D. Personnel from the design engineering firm must be present for construction observation, all test and inspections.
- E. A letter of acceptance for operation and maintenance will not be issued until the engineer or a representative of the firm has witnessed and approved all test required by the district and the engineer has provided the district signed "As Built" drawings including service locations. **THE ENGINEER SHALL ASSUME ALL RESPONSIBILITY FOR ACCURACY OF THE "AS-BUILT DRAWINGS."**
- F. Prior to acceptance the system shall be conveyed with the appropriate rights-of-way to the District for public use.

Yours Truly,
 Metropolitan Sewer Sub-district

Robert Arms
 Engineering Coordinator
 cc: Greenville County Planning Commission
 SCDHEC